



P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

COUNCILPERSONS:

Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Lindsey McDaniel, Jr.
Lori Pruitt
Jayce Stepp
Louis Tonsmeire, Sr.

AGENDA

Council Chamber, Third Floor of City Hall– 7:00
PM – 5/7/2015
Work Session –

CITY MANAGER:

Sam Grove

CITY ATTORNEY:

David Archer

CITY CLERK:

Connie Keeling

I. Opening of Meeting

- Invocation
- Pledge of Allegiance
- Roll Call

II. Regular Agenda

A. Council Meeting Minutes

1. April 16, 2015 (Pages 1-7)

[Attachments](#)

B. Commendation/Recognition

1. Teachers of the Year (Pages 8-12)

[Attachments](#)

C. Public Hearing - 2nd Reading of Zoning/Annexation Requests

1. File AZ15-02 De-annexation application by Paga Mine Properties 8 LLC for approximately 16.28 acres located on the east side of Paga Mine Road to Bartow County Jurisdiction (Pages 13-22)

[Attachments](#)

2. File AZ15-03: De-annexation application by the City of Cartersville for approximately 12.75 acres located on Old Alabama road and Paga Mine Road to Bartow County Jurisdiction (Pages 23-32)

[Attachments](#)

D. First Reading of Ordinances

1. Pawnshop Ordinance Revisions (Pages 33-45)

[Attachments](#)

-
2. Amendment to Ordinance - Prohibited Parking (Pages 46-48)

[Attachments](#)

E. Appointments

1. Development Authority of Cartersville (Page 49)

[Attachments](#)

F. Change Order

1. Erwin Chase Storm Culvert (Page 50)

[Attachments](#)

2. Jones Mill Road Sewer Relocation Project – Change Order #1 (Pages 51-53)

[Attachments](#)

G. Bid Award/Purchases

1. Jones Mill Road Sewer Relocation Project – Stone Backfill (Pages 54-55)

[Attachments](#)

2. Morningside and Fairview Exterior Tank Cleaning (Pages 56-57)

[Attachments](#)

3. Equipment Package for New Fire Truck (Pages 58-60)

[Attachments](#)

4. Janitorial Supplies for Parks and Recreation Dept. (Pages 61-64)

[Attachments](#)

5. Pool Chemicals (Pages 65-69)

[Attachments](#)

6. Bobcat Toolcat for Parks and Recreation Dept. (Pages 70-73)

[Attachments](#)

7. Pad Mounted Equipment Inspections (Pages 74-85)

[Attachments](#)

8. Computer Support Renewal Agreements (Pages 86-89)

[Attachments](#)

9. Computer Hardware and Software Purchases (Pages 90-92)

[Attachments](#)

H. Contracts/Agreements

1. Tabernacle Church Release and Settlement Agreement (Pages 93-96)

[Attachments](#)

2. GDOT Agreement - Gas Dept. (Pages 97-107)

[Attachments](#)

3. Park Bond - Architect, Engineering, Design Services Recommendation (Pages 108-111)

[Attachments](#)

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.



City of Cartersville

City Council Meeting
5/7/2015 7:00:00 PM
April 16, 2015

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recommendation:	Attached are the minutes for your review and approval.
City Manager's Remarks:	Minutes have been developed and reviewed by staff and are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
 10 N. Public Square
 April 16, 2015
 6:00 P.M. – Work Session 7:00 P.M.

I. Opening Meeting

Invocation by Council Member Tate

Pledge of Allegiance led by Council Member Pruitt

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; Dianne Tate, Council Member Ward Five; Lori Pruitt, Council Member Ward Six; Sam Grove, City Manager; Connie Keeling, City Clerk and Keith Lovell, Assistant City Attorney. David Archer, City Attorney was absent.

II. Regular Agenda

A. Council Meeting Minutes

1. April 2, 2015

A motion to approve the April 2, 2015 City Council Meeting Minutes as presented was made by Council Member Hodge and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

B. Public Hearing – 1st Reading of Zoning/Annexation Requests

1. File AZ15-02: De-annexation application by Paga Mine Properties 8 LLC for approximately 16.28 acres located on the east side of Paga Mine Road to Bartow County Jurisdiction.

Randy Mannino, Direct of Planning and Development, stated that this Zoning and Annexation request had no conflicts with the other City Departments and all adjacent property owners have been notified and the required legal notices have been advertised. Mr. Mannino stated that this subject tract is located on the east side of Paga Mine road mid-way between Highway 293 and Old Alabama Road. This property does not include any structures and was annexed into the City Limits of Cartersville in 2005. The property would, if de-annexed, be in Bartow County jurisdiction. Mr. Mannino stated that the Planning Commission had recommended approval.

Mayor Santini opened the floor for a public hearing and with no comments closed the public hearing.

NO ACTION REQUIRED**Ordinance****of the****City of Cartersville, Georgia****Ordinance No.****Petition No. AZ15-02**

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Paga Mine Properties 8 LLC . Property is located on the east side of Paga Mine Road. Said property contains 16.3 acres located in the 4th District, 3rd Section, Land Lot(s) 766-767as shown on the attached plat Exhibit “A”. De-Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.**First Reading this the 16th day of April 2015.****ADOPTED this the day of. Second Reading.**

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

Ordinance**of the****City of Cartersville, Georgia****Ordinance No.****Petition No. AZ15-02**

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Paga Mine Properties 8 LLC. Property is located on the east side of Paga Mine Road. Said property

contains 16.3 acres located in the 4th District, 3rd Section, Land Lot(s) 766-767 as shown on the attached plat Exhibit "A". Property is hereby rezoned from City P-I (Public Institutional) to Bartow County Jurisdiction. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of April 2015.
ADOPTED this the day of. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

2. File AZ15-03: De-annexation application by the City of Cartersville for approximately 12.75 acres located on Old Alabama Road and Paga Mine Road to Bartow County Jurisdiction.

Randy Mannino, Direct of Planning and Development, stated that this Zoning and Annexation request had no conflicts with the other City Departments and all adjacent property owners have been notified and the required legal notices have been advertised. . Mr. Mannino stated that this subject tract is located on Paga Mine near Old Alabama Road. This property does not include any structures and was annexed into the City Limits of Cartersville in 2005. The property would, if de-annexed, be in Bartow County jurisdiction. Mr. Mannino stated that the Planning Commission had recommended approval.

Mayor Santini opened the floor for a public hearing and with no comments closed the public hearing.

NO ACTION REQUIRED

Ordinance

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. AZ15-03

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by City of Cartersville . Property is located on Paga Mine Road near Old Alabama Road and section of Old Alabama Road. Said property contains 12.8 acres located in the 4th District, 3rd Section, Land Lot(s) 962-965 as shown on the attached plat Exhibit “A”. De-Annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of April 2015.
ADOPTED this the day of. Second Reading.

/s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:

/s/ Connie Keeling
Connie Keeling
City Clerk

of the

City of Cartersville, Georgia

Ordinance No.

Petition No. AZ15-03

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by City of Cartersville. Property is located Paga Mine Road near Old Alabama Road and sections of Old Alabama Road. Said property contains 12.8 acres located in the 4th District, 3rd Section, Land Lot(s) 962-965 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from City P-I (Public Institutional) to Bartow County Jurisdiction. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this the 16th day of April 2015.
ADOPTED this the day of. Second Reading.

s/ Matthew J. Santini
Matthew J. Santini
Mayor

ATTEST:**/s/ Connie Keeling****Connie Keeling****City Clerk****C. First Reading of Ordinances**

- 1. Pawnshop Ordinance Revisions (This item was pulled from the agenda)**

D. Bid Award/Purchases

- 1. Leads Online (This item was pulled from the agenda)**

- 2. Manhole Rehabilitation Program**

Bob Jones, Water and Sewer Superintendent stated that his department has an ongoing program for assessing and maintaining the sewer collection system to reduce inflow and infiltration as required by the Georgia EPD and Metropolitan North Georgia Water Planning District. Mr. Jones stated that as an annual budget item of \$60,000 is allocated for this purchase. Mr. Jones recommended the low bid from Standard Cement, Inc with a quote of \$129.00 per vertical foot of manhole liner and \$225 per gallon of pressure grout. Mr. Jones recommended approval of the low bid from this program not to exceed \$60,000.

A motion to approve the low bid from Standard Cement, Inc. not to exceed \$60,000 was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 6-0

- 3. Chlorine Contact Chamber Gate**

Bob Jones, Water and Sewer Superintendent stated that while completing repairs to the Chlorine Contact Chamber Gate, the concrete around the pipe connecting the two chambers broke requiring removal and further modification of the original gate. The removal, modification and reinstallation pushed the final price to \$7,188.83. Mr. Jones stated that the work was deemed an emergency and recommended approval.

A motion to approve the emergency repairs to the Chlorine Contact Chamber Gate was made by Council Member Tonsmeire and seconded by Council Member Pruitt. Motion carried unanimously. Vote 6-0

Mayor Santini stated that there was an item to be added to the agenda. A motion to add an item to the agenda was made by Council Member Stepp and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 6-0

E. Added Item

1. Motion for Leave to Intervene

Keith Lovell, Assistant City Attorney stated that this is a motion authorizing the City Attorney and Mayor to authorize the attorney in Washington DC to file on the city's behalf a motion to intervene with Federal Energy Regulatory Commission pertaining to the Transcontinental Gas Pipe Line Company, LLC. Mr. Lovell recommended approval.

A motion to approve the motion to leave to intervene was made by Council Member Tonsmeire and seconded by Council Member Hodge. Motion carried unanimously. Vote 6-0

F. Monthly Financial Statement

1. February 2015

Tom Rhinehart, Finance Director, presented the February 2014 monthly financial statement with comparisons from the previous year of February 2013 by fund, along with supplemental financial information comparing the year to date revenues and expenses for each fund and a report of cash position through February 2015. No action is needed by Council.

After announcements a motion to adjourn the meeting was made by Council Member Stepp and needing no second. Motion carried unanimously. Vote 6-0

Meeting Adjourned

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Connie Keeling
City Clerk



City of Cartersville

City Council Meeting
5/7/2015 7:00:00 PM
Teachers of the Year

SubCategory:	Commendation/Recognition
Department Name:	Administration
Department Summary Recommendation:	The teachers that are scheduled to be recognized through Resolutions as the 2016 Teachers of the Year are: • Deldreqka Scott-- Cartersville Primary • Cindy Benefield-- Cartersville Elementary • Angie Roper-- Cartersville Middle School • Linda Templeton-- Cartersville High School
City Manager's Remarks:	It has become tradition for Council to honor our teachers of the year. No action on the part of Council as a whole is needed/recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



CITY of CARTERSVILLE

Resolution

CARTERSVILLE PRIMARY SCHOOL

TEACHER OF THE YEAR 2016

WHEREAS, Deldreqka Scott has been named Teacher of the Year at Cartersville Primary School for 2016, and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system, and

WHEREAS, her leadership has provided a vital service for the children of Cartersville, and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2016 for Cartersville Primary School.

*In Witness whereof I have hereunto set
my hand and caused this seal to be affixed*

Mayor

Attest: _____ City Clerk

May 7, 2015



CITY of CARTERSVILLE
Resolution

CARTERSVILLE ELEMENTARY SCHOOL

TEACHER OF THE YEAR 2016

WHEREAS, Cindy Benefield has been named Teacher of the Year at Cartersville Elementary School for 2016, and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system, and

WHEREAS, her leadership has provided a vital service for the children of Cartersville, and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2016 for Cartersville Elementary School.

*In Witness whereof I have hereunto set
my hand and caused this seal to be affixed*

Mayor

Attest: _____
May 7, 2015 City Clerk



CITY of CARTERSVILLE
Resolution

CARTERSVILLE MIDDLE SCHOOL

TEACHER OF THE YEAR 2016

WHEREAS, Angie Roper has been named Teacher of the Year at Cartersville Middle School for 2016, and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system, and

WHEREAS, her leadership has provided a vital service for the children of Cartersville, and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2016 for Cartersville Middle School.

*In Witness whereof I have hereunto set
my hand and caused this seal to be affixed*

Mayor

Attest: _____ City Clerk

May 7, 2015



CITY of CARTERSVILLE

Resolution

CARTERSVILLE HIGH SCHOOL

TEACHER OF THE YEAR 2016

WHEREAS, Linda Templeton has been named Teacher of the Year at Cartersville High School for 2016; and

WHEREAS, her personal dedication and sincere concern for quality education has made her an asset to the school system; and

WHEREAS, her leadership has provided a vital service for the children of Cartersville; and

WHEREAS, it is the desire of the City of Cartersville to honor this most valuable teacher.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Cartersville that because of her dedication and excellent performance of service that this means be taken to honor her for being selected Teacher of the Year 2016 for Cartersville High School.

*In Witness whereof I have hereunto set
my hand and caused this seal to be affixed*

Mayor

Attest: _____ City Clerk
May 7, 2015



City of Cartersville

City Council Meeting

5/7/2015 7:00:00 PM

File AZ15-02 De-annexation application by Paga Mine Properties 8 LLC for approximately 16.28 acres located on the east side of Paga Mine Road to Bartow County Jurisdiction

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject tract is located on the east side of Paga Mine Road, mid-way between Hwy 293 and Old Alabama Road. This property does not include any structures. The property was annexed into the City limits of Cartersville in 2005. The property would, if de-annexed, be in Bartow County jurisdiction temporarily. The property is adjacent to a larger tract already in the City limits of Emerson. The property owner has plans in the future to apply for Emerson city annexation so that this tract can be in the Emerson city limits and incorporated into the larger adjacent tract as part of the proposed Avatron park. Planning Commission recommended approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): **AZ15-02 (De-annexation)**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Paga Mine Properties 8 LLC**
Representative: **Ed Brush**
Property Owner: **Paga Mine Properties 8 LLC**
Property Location: **Paga Mine Rd (east side of road)**
Access to the Property: **Paga Mine Rd**

Site Characteristics:

Tract Size: Acres: **16.3 acres** District: **4th** Section: **3rd** LL(S): **766-767**

Ward: **3** Council Member: **Louis Tonsmeire**

LAND USE INFORMATION

Current Zoning: **City P-I (Public Institutional)**
Proposed Zoning: **County jurisdiction (planning to later incorporate into Emerson)**
Proposed Use: **De-annex to be incorporated into larger future Avatron park**
Current Zoning of Adjacent Property:
North: **Bartow County jurisdiction**
South: **City of Emerson jurisdiction**
East: **City of Emerson jurisdiction**
West: **P-I (Public Institutional)**

The Future Development Plan designates the subject property as: **Not shown on plan.**

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

Bartow County government has also received information regarding the De-annexation request and finds no objection to the application. The property is currently zoned City P-I (Public Institutional).

The subject tract is located on the east side of Paga Mine Road, mid-way between Hwy 293 and Old Alabama Road. This property does not include any structures. The property was annexed into the City limits of Cartersville in 2005. The property would, if de-annexed, be in Bartow County jurisdiction temporarily. The property is adjacent to a larger tract already in the City limits of Emerson. The property owner has plans in the future to apply for Emerson city annexation so that this tract can be in the Emerson city limits and incorporated into the larger adjacent tract as part of the proposed Avatron park. Planning Commission recommended approval.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed de-annexation may be appropriate.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed de-annexation may be appropriate.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed de-annexation may be appropriate.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
As currently zoned City P-I (Public Institutional), the property may have a reasonable economic use.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The de-annexation may be appropriate.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The property is not shown on the Future Development Map.
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The de-annexation may be appropriate.

- H. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The proposed adjacent Avatron park is a changing condition in this area, along with the continued development of Lakepoint.

STAFF RECOMMENDATION: No objections.

PLANNING COMMISSION RECOMMENDATION: Approval

Application for ~~Annexation/Zoning~~ De-Annexation

Planning and Development Department
10 North Public Square
City of Cartersville
(770) 387-5600

Application Number AZ15-02

Hearing Date 4-7-15

Applicant Ed Brush (Paga Mine Properties
(applicant's printed name)
Address PO Box 1715 8 LLC
City Cartersville State Ga

Business Phone 770-383-9487

Home Phone 770-546-6187

Zip 30120

(Representative's printed name (if other than applicant))

Business Phone _____

Cell or Fax # _____

Representative's signature _____

Applicant's signature _____

Signed, sealed and delivered in presence of: _____

Ed Brush

Notary Public _____

My commission expires: _____

ed brushe bellsouth.net

Titleholder Paga Mine Properties 8 LLC
(titleholder's printed name)

Business Phone _____

Home Phone 770-546-6187

*attach additional notarized signatures as needed on separate application page

Address Same

Signature _____

Ed Brush

Signed, sealed, delivered in presence of: _____

Notary Public _____

My commission expires: _____

City _____
County Zoning District(s) P-I

Acreage 16.28 ac Land Lot(s) 767 818

Proposed City Zoning District(s) County

District(s) 4 Section(s) 3

Location of Property Paga Mine Rd (east side)
(street address, nearest intersections, etc)

Utility Providers: Water County

Gas Atlanta Gas Light

Sewer County

Electric city

Reason for annexation:

de-annexation: Incorporate into larger future planned development
(attach additional statement as necessary)

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements.

Planning Commission Recommendation:

Approved: _____

Conditions: _____

Disapproved: _____

Date _____

City Council Decision:

Approved: _____

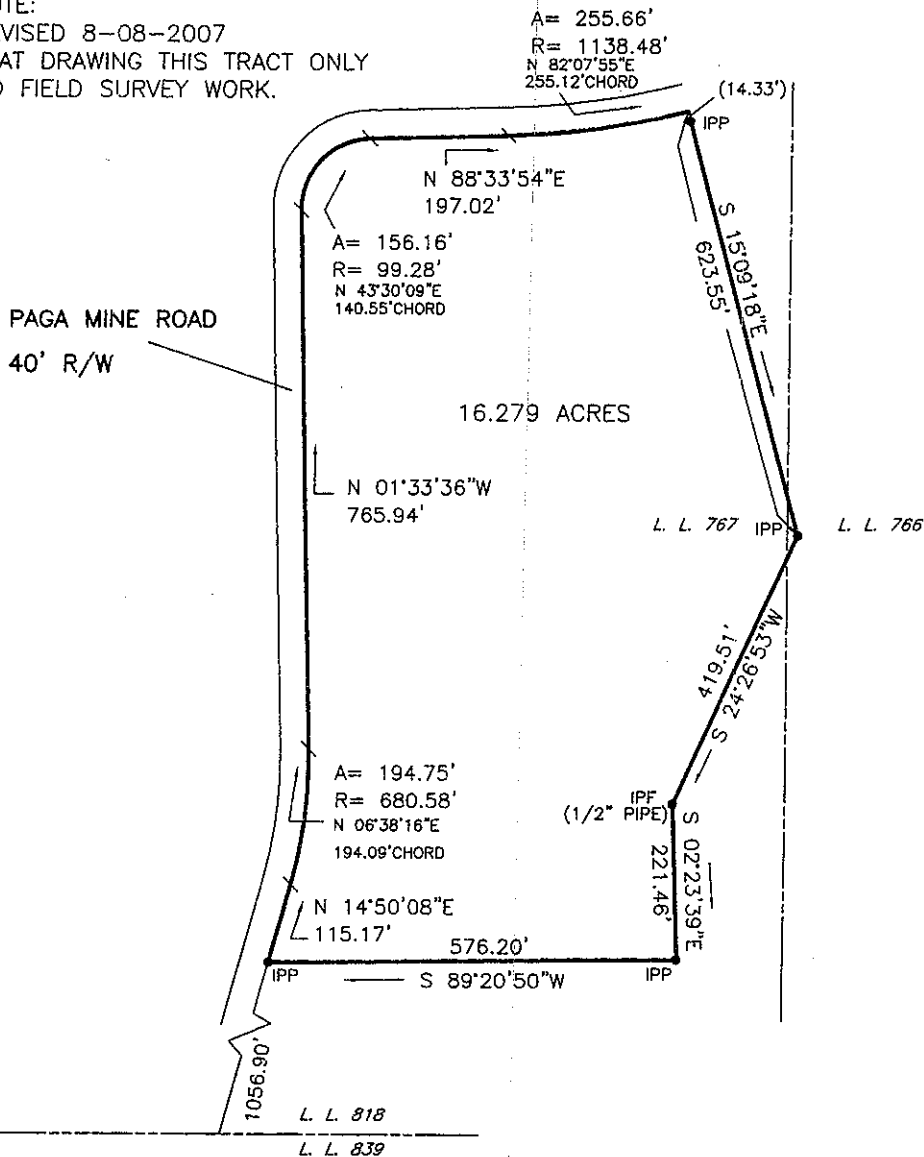
Conditions: _____

Disapproved: _____

Date _____ Item # 3

SURVEY FOR
BARTOW COUNTY BK:2246 PG:546
 PROPERTY IN LAND LOTS 766 & 767
 4th DISTRICT, 3rd SECTION
 BARTOW COUNTY, GEORGIA

NOTE:
 REVISED 8-08-2007
 PLAT DRAWING THIS TRACT ONLY
 NO FIELD SURVEY WORK.



FIELD TRAVERSE:
 CLOSURE; ONE FOOT IN 20,000 FEET
 USING A LIETZ SET 3.
 ANGULAR ERROR; 0°00'04\"/>

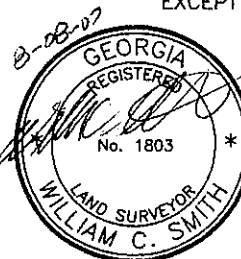
3758.CRD 3758-8.DWG
 FLOOD INSURANCE RATE MAP 13015C0030 F
 DATED SEPT.29,1989 SHOWS THIS PROPERTY
 IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE (1/2\"/>

SMITH & SMITH LAND SURVEYORS, P.C.
 2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
 PHONE 770-382-0457

REGISTERED LAND SURVEYOR No. 1803

R/W — RIGHT OF WAY	R — RADIUS LP — LIGHT POLE
IPP — IRON PIN PLACED	-X-X- FENCE
IPF — IRON PIN FOUND	— LAND LOT LINE
CM — CONCRETE MARKER	— CENTER LINE
CH — CHORD	— POWER LINE
L OR A — LENGTH OF CURVE	PP — POWER POLE

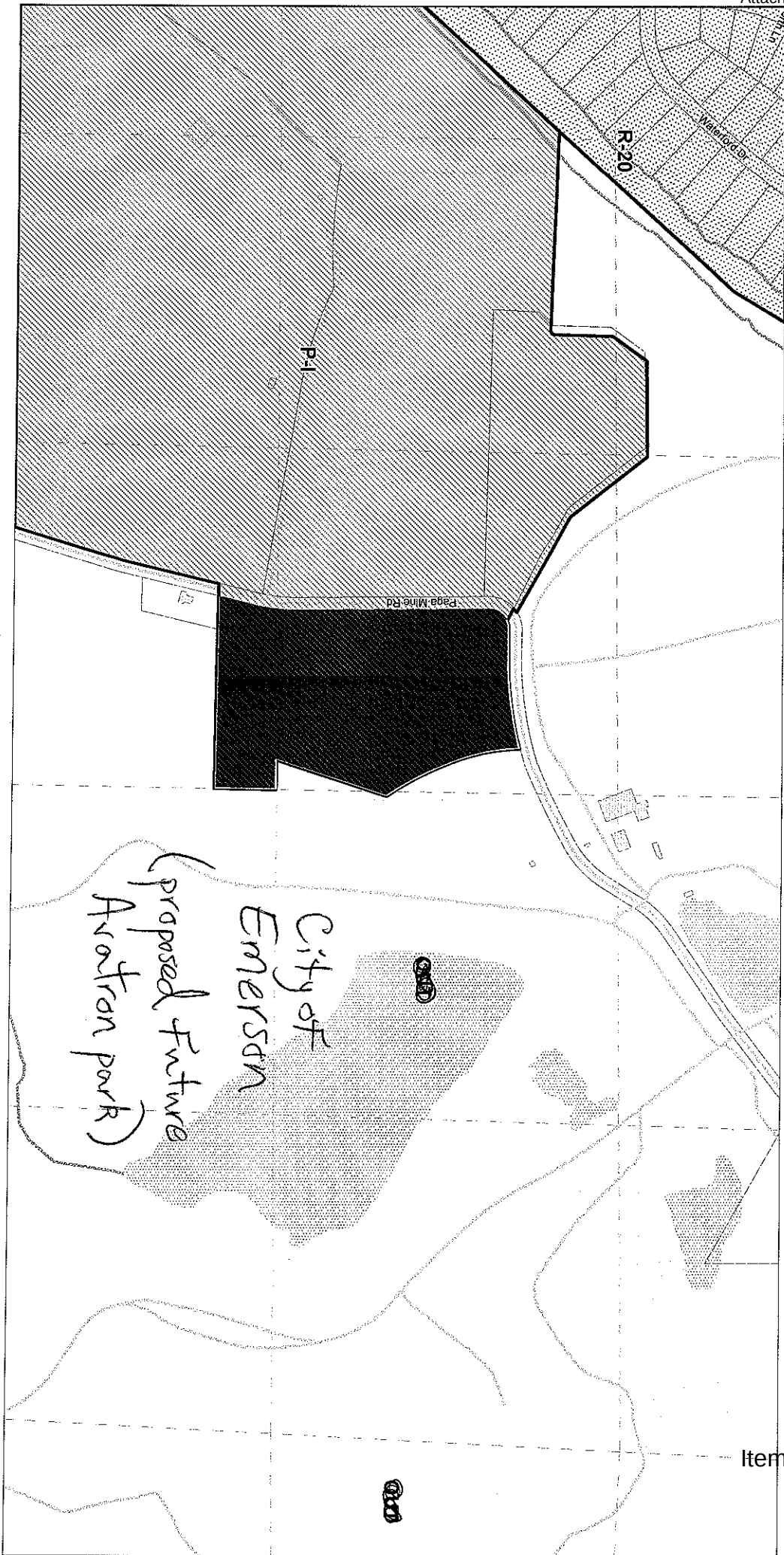


PLAT CLOSURE;
 ONE FOOT IN
 183,000 FEET.
 MARCH 21, 1996
 REVISED 10-07-2004
 REVISED 8-08-2007

0 40 200
 20 100 300
 SCALE 1"=200'
 FILE 3758-8

EXHIBIT A

Paga Mine Rd (east side) - Deannexation AZ15-02



Item # 3

CITY OF CARTERSVILLEZONING / ANNEXATION ANALYSISPETITION NUMBER AZ15-02 (De-annexation)APPLICANT INFORMATION AND PROPERTY DESCRIPTIONPROPERTY OWNER (S) Paga Mine Properties 8 LLC PHONE NUMBER 770-383-9487PETITIONER Same OWNER'S ADDRESS PO Box 1715
(Ed Brush, rep.) Cartersville, GA 30120PROPERTY LOCATION Paga Mine Rd (east side) TRACT SIZE 16.28 acDISTRICT 4 SECTION 3 LL(S) 767, 818TAX MAP # C118-0768-002 PARCEL (S) 1 WARD (S) 3CURRENT LAND USE vacant PROPOSED LAND USE deannex for future planned developmentCURRENT ZONING city P-I PROPOSED ZONING County
not knownSPECIFICS OF PROPOSED USENUMBER OF DWELLING UNITS 0 NUMBER OF OCCUPANTS 0RACIAL COMPOSITION n/aNUMBER OF SCHOOL AGED CHILDREN n/aGRADE LEVEL (S) OF SCHOOL AGE CHILDREN n/aSCHOOL SYSTEM TO BE ATTENDED n/aOWNER OCCUPIED: YES — NO — n/aUTILITY SERVICE (CITY, COUNTY, GEORGIA POWER, ATLANTA GAS)1. WATER County2. SEWER County3. GAS Atlanta Gas Light4. ELECTRICITY City



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **AZ15-02**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

(To be completed by Mayor, City Council, and Planning Commission)

Paga Mine Properties 8 LLC (Ed Brush, rep.) has made a de-annexation request on the following property: Approximately 16.28 acres located on Paga Mine Rd in the 4th District, 3rd Section, to de-annex property from City P-I to Bartow County jurisdiction.

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
Yes _____ No _____
If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: _____

DATE: _____



City of Cartersville

City Council Meeting

5/7/2015 7:00:00 PM

File AZ15-03: De-annexation application by the City of Cartersville for approximately 12.75 acres located on Old Alabama road and Paga Mine Road to Bartow County Jurisdiction

SubCategory:	Public Hearing - 2nd Reading of Zoning/Annexation Requests
Department Name:	Planning and Development
Department Summary Recommendation:	The subject tract is located on Paga Mine Rd near Old Alabama Rd as well as property on Old Alabama Rd. This property does not include any structures and is mostly road right-of-way. The property was annexed into the City limits of Cartersville in 2005. The property would, if de-annexed, be in Bartow County jurisdiction. Planning Commission recommended approval.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): **AZ15-03 (De-annexation)**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **City of Cartersville**

Representative: **None**

Property Owner: **City of Cartersville**

Property Location: **Paga Mine Rd near Old Alabama Rd and sections of Old Alabama Rd**

Access to the Property: **Paga Mine Rd and Old Alabama Rd**

Site Characteristics:

Tract Size: Acres: **12.8 acres** District: **4th** Section: **3rd** LL(S): **962-965**

Ward: **3** Council Member: **Louis Tonsmeire**

LAND USE INFORMATION

Current Zoning: **City P-I (Public Institutional)**

Proposed Zoning: **County jurisdiction**

Proposed Use: **De-annex (mostly road right-of-way)**

Current Zoning of Adjacent Property:

North: **Bartow County jurisdiction**

South: **Bartow County jurisdiction**

East: **Bartow County jurisdiction**

West: **AG (Agriculture) and Bartow County jurisdiction**

The Future Development Plan designates the subject property as: **Not shown on plan.**

ZONING ANALYSIS

City Departments Reviews

Water and Sewer:

No objections.

Public Works:

No objections.

Gas:

No objections.

Electric:

No objections.

Fire:

No objections.

Police:

No comments.

Bartow County government has also received information regarding the De-annexation request and finds no objection to the application. The property is currently zoned City P-I (Public Institutional).

The subject tract is located on Paga Mine Rd near Old Alabama Rd as well as property on Old Alabama Rd. This property does not include any structures and is mostly road right-of-way. The property was annexed into the City limits of Cartersville in 2005. The property would, if de-annexed, be in Bartow County jurisdiction. Planning Commission recommended approval.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The proposed de-annexation may be appropriate.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed de-annexation may be appropriate.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed de-annexation may be appropriate.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
The property may have a reasonable economic use.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The de-annexation may be appropriate.
- F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*
The property is not shown on the Future Development Map.
- G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
The de-annexation may be appropriate.
- H. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for approval or disapproval of the zoning proposal.*
None.

STAFF RECOMMENDATION: No objections.

PLANNING COMMISSION RECOMMENDATION: Approval

Application for Annexation / Zoning

Planning and Development Department
10 North Public Square
City of Cartersville
(770) 387-5600

De-annexation
Application Number AZ15-03

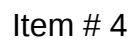
Hearing Dates 4-7-15

Applicant <u>City of Cartersville</u> (applicant's printed name)		Business/Cell Phone <u>770-387-5600</u>	
Address <u>PO Box 1390</u>		Home Phone <u>—</u>	
City <u>Cartersville</u>	State <u>GA</u>	Zip <u>30120</u>	Email <u>—</u>
Representative's printed name (if other than applicant) <u>—</u>		Phone <u>—</u>	Fax # <u>—</u>
Representative's signature <u>—</u>		Applicant's signature <u>M. J. Smith</u> <u>Mayor</u>	
Signed, sealed and delivered in presence of: <u>Connie Keeling</u>		My commission expires: <u>—</u>	
Notary Public			

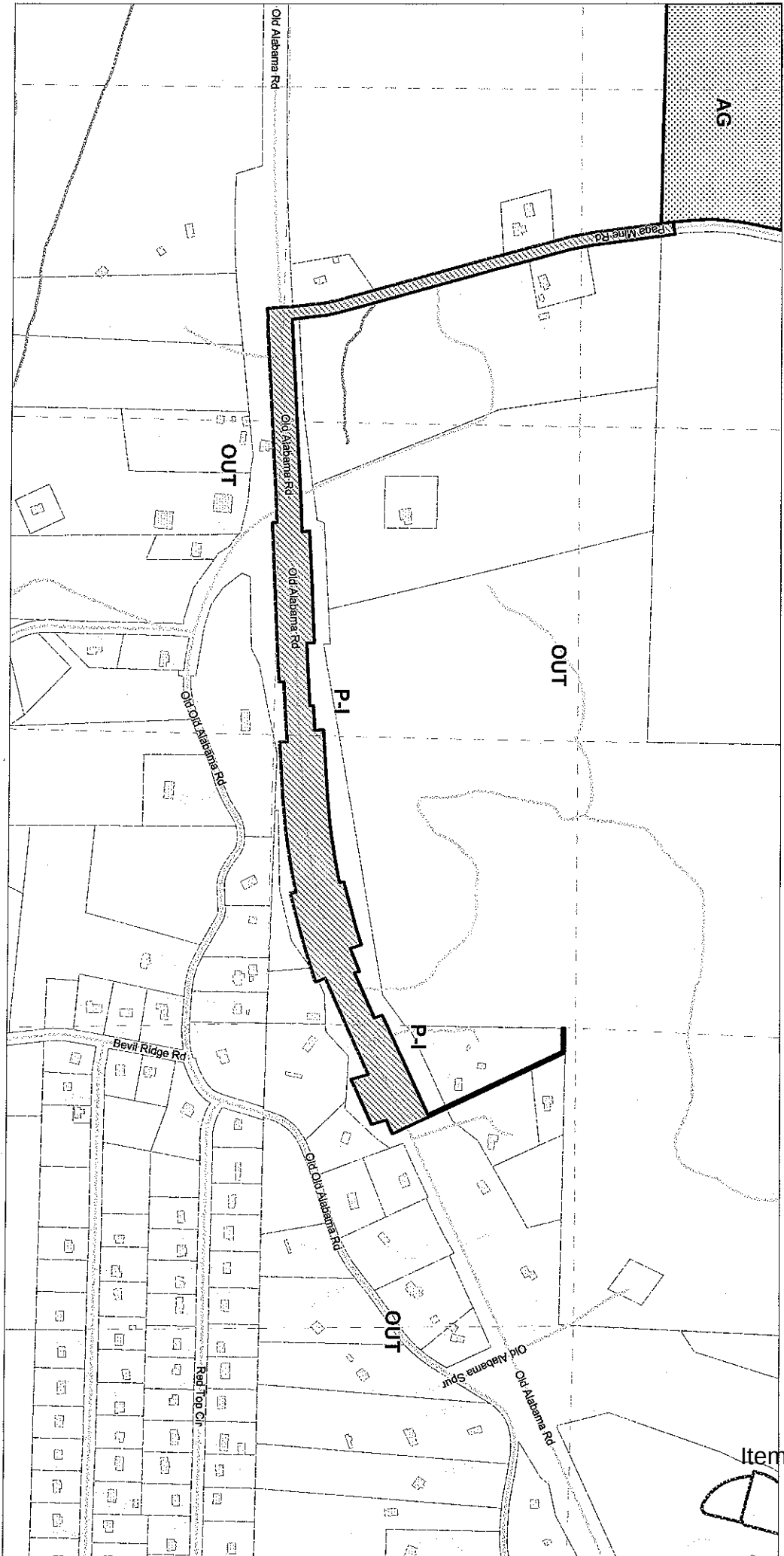
Titleholder <u>City of Cartersville</u> (titleholder's printed name)	Business <u>770-387-5600</u>	Home <u>—</u>
*attach additional notarized signatures as needed on separate application page		
Signature <u>M. J. Smith</u> <u>Mayor</u>	Address <u>PO Box 1390</u> <u>Cartersville, GA 30120</u>	
Signed, sealed, delivered in presence of: <u>Connie Keeling</u>		
My commission expires: <u>—</u>		
Notary Public <u>6/21/15</u>		

Requested City Zoning <u>P-I</u>	Proposed de-annex to County		
Acreage <u>12.75 ac</u>	Land Lot(s) <u>962-965</u>	District(s) <u>4</u>	Section(s) <u>3</u>
Location of Property <u>Old Alabama Rd near Paga Mine Rd</u> (street address, nearest intersections, etc)			
Reason for requested Annexation / Zoning: <u>—</u> (attach additional statement as necessary)			

Attach a copy of a current boundary survey showing metes and bounds and indicating all existing site improvements and confirmation of the availability of all public utilities. Said site must meet the proposed zoning district development standards and access requirements of the City's regulations.



Old Alabama Rd & Paga Mine Rd - deannexation AZ15-03



Item # 4



Resolution No. 05-15

WHEREAS, Bartow County and the City of Emerson to promote economic development and growth in the region have requested that the City of Cartersville deannex certain acres to allow for a proposed development tract to be under a single jurisdiction;

WHEREAS, the Mayor and City Council of the City of Cartersville deems it in the best interest of its citizens to promote economic development and growth;

WHEREAS, the property in question is 12.749 acres of land lying and being in land lots 911, 962, 963, 964, 965, 982 and 983 of the 4th District, 3rd Section, Bartow County, Georgia; and

WHEREAS, deannexing said property shall not create any unincorporated islands or effect to provisions of services to citizens of the City of Cartersville.

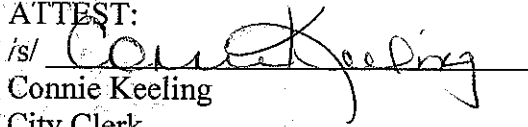
NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the Mayor and City Council that the Mayor is authorized to file an application for deannexing to be presented by the City Attorney's Office for the consideration of the deannexation of 12.749 acres of land lying and being in land lots 911, 962, 963, 964, 965, 982 and 983 of the 4th District, 3rd Section, Bartow County, Georgia more particularly shown on a survey attached hereto as Exhibit "A" and incorporated herein by reference.

BE IT AND IT IS HEREBY RESOLVED.

This the 5th day of March, 2015.

/s/ 
Matthew J. Santini
Mayor

ATTEST:

/s/ 
Connie Keeling
City Clerk

City of Cartersville Annexation / Zoning AnalysisPetition number Deannexation AZ15-03

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Property Owner(s) City of Cartersville Phone number 770-387-5600Petitioner same Owner's address PO Box 1390
Cartersville, GA 30120Property Location Old Alabama Rd near Paga Mine Rd Tract Size 12.75 acDistrict 4 Section 3 LL(s) 962-965Tax Map # C118-0965-001 Parcel(s) 1 Ward(s) 3Current Land Use mostly road ROW Proposed Land Use sameCurrent Zoning City P-I Proposed Zoning Deannex to County

Specifics of Proposed Use

Number of Dwelling Units 0 Number of Occupants 0Racial Composition n/aNumber of school-aged children n/aGrade Level(s) of school-aged children n/aSchool System to be Attended n/aOwner-Occupied: Yes — No — n/a

Utility Service (City, County, Georgia Power, Atlanta Gas, etc)

1. Water City of Emerson2. Sewer City of Emerson3. Gas Atlanta Gas Light4. Electricity Georgia Power



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

File # **AZ15-03**

DISCLOSURE OF INTERESTS BY LOCAL OFFICIAL

(To be completed by Mayor, City Council, and Planning Commission)

City of Cartersville has made a de-annexation request on the following property: Approximately 12.75 acres located on Paga Mine Rd and Old Alabama Rd in the 4th District, 3rd Section, to de-annex property from City P-I to Bartow County jurisdiction.

Pursuant to O.C.G.A § 36-67A-2 any local government official considering a rezoning request must disclose if he has any of the following interest:

1. A Property interest in any real property affected by a rezoning request.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

2. A financial interest in any business entity which has a property interest in any real property affected by a rezoning action.
Yes _____ No _____
If the answer is Yes, please disclose the nature and extent of such interest.

3. A spouse, mother, father, brother, sister, son, or daughter with either of the above interests.
Yes _____ No _____ If the answer is Yes, please disclose the nature and extent of such interest.

TITLE: _____

DATE: _____



City of Cartersville

**City Council Meeting
5/7/2015 7:00:00 PM
Pawnshop Ordinance Revisions**

SubCategory:	First Reading of Ordinances
Department Name:	Police
Department Summary Recommendation:	The Police Department has found a company that can provide us assistance that will help track pawned items, precious metals and scrap metals that are sold to these type of dealers. In order to implement the new online reporting tool, the attached ordinances have been revised to require pawn brokers, precious metals and precious stones dealers to report transactions to the Police Department. The annual fee for this online reporting service will be paid by the city and I recommend approval of these ordinance revisions.
City Manager's Remarks:	These ordinance changes will benefit the Police Department in tracking stolen items that are sold to pawn shops and I recommend approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 17. PLANNING AND DEVELOPMENT. ARTICLE V. PERMIT FEES. Sec. 17-88 Precious metals and precious stones dealers registration fee.** is hereby revised as follows:

1.

Sec. 17-88. – Precious metals and precious gems, pawnshops, scrap metal processors and secondhand registration fee.

There is no fee to be paid for the license required by this division; however, there is an annual fee for registration of fifty dollars (\$50.00) per employee per license. The purpose of this fee is to reimburse the City of Cartersville for a records search on the individual applying for the license and administrative costs to protect the public health, safety and welfare. No license shall be issued until the registration fee is paid. Said registration fee is to be paid annually. Said registration fee is due prior to employment or by December 31, each year for renewals for the following year. Employees, employed prior to the date of this ordinance are not required to pay the registration fee for 2015.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK

Ordinance no. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 10. LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS. ARTICLE VI. PRECIOUS METALS AND PRECIOUS STONE DEALERS** is hereby deleted and is to be replaced in its entirety as follows:

1.

ARTICLE VI. DEALERS IN PRECIOUS METALS AND GEMS, PAWNSHOPS, SCRAP METAL PROCESSOR AND SECONDHAND

Sec. 10-151. Definitions.

For the purposes of this Article VI. Dealers in Precious Metals and Gems, Pawnshops and Secondhand dealers, the following words and terms shall have the meanings respectively ascribed to them:

Dealer in precious metals and gems means any person, whether as owner, agent or employee, who engages in the business of purchasing precious metals or gems or articles containing any precious metal or gem, including coins, from members of the general public for resale to brokers, dealers or melters.

Electronic reporting system means a computer based system, as specified by the Chief of Police, which is designed to record and transmit data and information electronically.

Gems means any precious or semi-precious stone which is cut and polished.

Goods means every species of tangible personal property.

Pawnbroker means any person, whether as owner, agent or employee, engaged in whole or in part in the business of lending money on the security of pledged goods, or in the business of purchasing tangible personal property on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time, or in the business of purchasing tangible personal property from persons or sources other than manufacturers or licensed dealers as a part of or in conjunction with the business activities described in this section.

Pawnshop means any person, whether as owner, agent or employee, engaged in whole or in part in the business of lending money on the security of pledged goods, or in the business of purchasing tangible personal property on the condition that it may be

redeemed or repurchased by the seller for a fixed price within a fixed period of time, or in the business of purchasing tangible personal property from persons or sources other than manufacturers or licensed dealers as a part of or in conjunction with the business activities described in this section.

Person means an individual, partnership, corporation, joint venture, trust, association, or other legal entity however organized.

Precious metals means gold, silver or platinum or any metal containing gold, silver or platinum.

Scrap metal processor means any person engaged in the business of buying scrap vehicles, automotive parts, or other metallic waste, with the intent to process such material for resale as scrap or in bulk, by melting, reforming or otherwise.

Secondhand dealer means any person, whether as owner, agent or employee, whose business includes purchasing, storing, selling, exchanging, or receiving secondhand personal property of any kind or description. However, any person, whether as owner, agent or employee, whose business is the purchase and resale of clothing, furniture, or the resale of goods that are donated to a business exempt from federal taxation as a charitable organization shall not be deemed a secondhand dealer under this article.

Sec. 10-152. Penalty for violation of Article.

Any person who shall violate any of the provisions of this Article shall be punished upon conviction in the municipal court of the city as provided in Section 1-6. Additionally, the Mayor and City Council may revoke any license issued under this Article, if the Licensee is convicted of a violation of this Article.

Sec. 10-153. License required.

It shall be unlawful for a buyer of precious metals and gems pawnbroker, pawnshop, scrap metal processor, secondhand dealer to engage in such business within the city without first obtaining a license in compliance with the provisions of this chapter. This license is supplemental to any other license required to operate a business in the City.

Sec. 10-154. Application for license disqualification.

Applicants for a license pursuant to this Article shall file with the city clerk a written application under oath, signed by the applicant if an individual, or by all partners if a partnership, or by the president of the corporation, and showing the following:

- (1) The name of the person having the management or supervision of the applicant's business during the time that it is proposed that it will be carried on within the city; the local address of such person while engaged in such business; the permanent address of such person; the capacity in which such person will act, that is, whether as proprietor, agent or otherwise; the name and address of the person on whose account the business will be conducted, if any; and, if a corporation, the name of the state in which the corporation is incorporated;
- (2) The place within the city where it is proposed to conduct the applicant's business, and the length of time during which it is proposed that such business will be conducted;
- (3) Credentials from the person for which the applicant proposes to do business, authorizing the applicant to act as representative; and
- (4) Such other reasonable information as to the identity and character of the person having the management or supervision of the business and the manner of doing business as the city council may deem proper in order to fulfill the purpose of this chapter in the protection of the public interest.
- (5) An applicant is disqualified for a license if they have been convicted of the offense or receiving stolen property, theft, burglary, robbery, larceny or any other offense involving the receipt, sale, disposal of stolen property.
- (6) No person holding a license under this article shall have any business dealings with any person less than eighteen (18) years of age except with the written consent of the parent or guardian of the minor to each particular transaction. No license shall be issued to any person who is not eighteen (18) years of age or over. No license holder shall employ a person less than eighteen (18) years of age to assist him in his business.
- (7) Additionally, the licensee and any employees thereof must have a criminal history background check performed by the City of Cartersville Police Department.

Sec. 10-155. Posting of license.

The license issued pursuant to this Article shall be posted conspicuously and prominently in the place of business named therein. If the applicant desires to do business in more than one place within the city, separate licenses shall be purchased and

issued for each place of business, and shall be posted conspicuously and prominently in each place of business.

Sec. 10-156. Registration fee.

The fee assessed pursuant to this section is as referenced on the fee schedule in the City of Cartersville Code Section 17-88.

Sec. 10-157. Revocation of license.

- (a) The license issued pursuant to this Article may be revoked by the mayor and city council, after notice and hearing, for any of the following causes:
 - (1) Any fraud, misrepresentation or false statement contained in the application for license;
 - (2) Any fraud, misrepresentation or false statement made in connection with any purchase transaction;
 - (3) Failure to maintain the daily record as required in this Article;
 - (4) Any other violation of this Article; or
 - (5) Conducting the business licensed under this Article in any unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- (b) Notice of hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. The notice shall be served on the licensee by handing the notice personally to the person in charge of the licensee's business, or by mailing the notice, postage prepaid, to the licensee, at his last known address, at least five days prior to the date set for the hearing.

Sec. 10-158. Records and information to be recorded.

Every person or business engaged as a pawnbroker, pawnshop, scrap metal processor, secondhand dealer, or dealer in precious metals and gems within the city shall secure from every person from whom he or she receives any goods, including gift cards except used books, whether by purchase or through pledge, trade, pawn or exchange, the following:

- (1) Government-issued photo identification card, such as a driver's license, military identification card, state identification card or passport;
- (2) The name, address, telephone number, race, sex, height, weight, date of birth, and a Social Security or driver's license number;

- (3) A digital photograph clearly showing a frontal view of the subject's face. Each digital image shall be labeled with the date and time of the transaction and stored in such a manner that they are safe from corruption. If the same subject makes additional transactions within thirty (30) days of the original transaction; provides the same government issued photo identification card as mentioned above; and the subject's appearance has not materially changed, a new digital photograph shall not be required until a transaction is made after thirty (30) days from the original transaction;
- (4) A complete and accurate description of the goods acquired, and a digital photograph or image of the goods acquired including the following information, if available:
 - a. Brand name;
 - b. Model number;
 - c. Manufacturer's serial number;
 - d. Size;
 - e. Color, as apparent to the untrained eye;
 - f. Precious metal type, weight, and content if known;
 - g. Gemstone description, including the number of stones;
 - h. In the case of firearms, the type of action, caliber or gauge, number of barrels, barrel length, and finish;
 - i. In the case of Gift Cards the claim or serial number and issuer;
 - j. Any other unique identifying marks, numbers, or letters;
 - k. The date and time of the transaction.
- (5) The pawnbroker, pawnshop, secondhand dealer, and dealer in precious metals and gems shall maintain the above information and digital photographs or images for a period of three (3) years and make the same available to law enforcement personnel upon request.
- (6) The pawnbroker, pawnshop, secondhand dealer, and dealer in precious metals and gems shall require the seller to sign a statement verifying that the seller is the rightful owner of the goods or is entitled to sell, consign, or trade the goods.
- (7) This Section shall not apply to the receipt of used books or pawn transactions commonly known as "title pawn" transactions where the pawnbroker takes possession of a motor vehicle certificate of title, takes a

security interest in the motor vehicle certificate of title, and retains physical possession of the vehicle certificate of title for the entire length of the pawn transaction.

Sec. 10-159. Report to police; required format.

- (a) Every pawnbroker, pawnshop, scrap metal processor, secondhand dealer, and dealer in precious metals and gems located within the city shall make a computer-generated daily report, in such format as prescribed by the chief of police, of all transactions that occurred during the 24-hour period ending at 9:00 p.m. on the date of the report. A report shall be made each day prior to 11:59 p.m. for each day the operator or dealer transacts business. If an operator or dealer is closed, or does not otherwise engage in any transactions on a particular day, a report indicating "no transactions" shall be filed for that day. Daily reports shall be filed electronically by posting to a law enforcement web site designated by the chief of police. When technological problems prevent posting the daily report electronically, a printed, typed or legibly handwritten report shall be delivered to the police department in lieu thereof.
- (b) This Section shall not apply to the receipt of used books or pawn transactions commonly known as "title pawn" transactions where the pawnbroker takes possession of a motor vehicle certificate of title; takes a security interest in the motor vehicle certificate of title, and retains physical possession of the vehicle certificate of title for the entire length of the pawn transaction.
- (c) This Section shall not apply to non profit corporations, business or other entities who receive all personal property from donations.
- (d) This Article shall not apply to any precious metals or gems containing precious metals or gems obtained from industrial producers, manufacturers, licensed dealers, or distributors.
- (e) This Article shall not apply to dealers exclusively engaged in the sale or exchange of numismatic coins or to transactions exclusively involving numismatic coins or other coinage.

Sec. 10-160. Hold period; police holds.

- (a) Any pawnbroker, pawnshop, scrap metal processor secondhand dealer, dealer in precious metals and gems, or person operating under a license granted pursuant to this Article who takes goods on pawn or who buys goods, taking full title thereto, shall hold the goods so taken in pawn or otherwise acquired for at least thirty (30) days before disposing of the goods by sale, transfer, shipment or otherwise.
- (b) The City of Cartersville Police Department, or any other law enforcement agency, has the authority to place property that is the subject of police or law enforcement

investigation on “police hold”. In that event, the City of Cartersville Police Department, or other law enforcement agency, shall notify the pawnbroker, pawnshop, scrap metal processor, secondhand dealer, or dealer in precious metals and gems of the need for a “police hold” and identify all property subject to the “police hold”. Upon notification, it shall be the responsibility of the pawnbroker, pawnshop, scrap metal processor, secondhand dealer, or dealer in precious metals and gems to maintain the subject property until such time as the property is released from “police hold” status or the property is confiscated as evidence.

- (c) If any Sheriff’s officer has probable cause to believe that precious metals or gems have been stolen, he may give notice in writing to the dealer to retain the precious metals or gems for an additional 15 days; and it shall be unlawful for the dealer to dispose of the property unless the notice is revoked in writing within the 15 day period.

Sec. 10-166. Unlawful acts.

It shall be unlawful for pawnbroker, pawnshop, scrap metal processor secondhand dealer, dealer in precious metals and gems or person operating under a license granted pursuant to this Article to commit any of the following acts:

- (1) Fail to make an entry of any material matter in the daily record of said business;
- (2) Make any false entry in the daily record of said business;
- (3) Falsify, obliterate or destroy the daily record of said business or remove the daily record from the place of business;
- (4) Refuse to allow any police officer or duly authorized law enforcement officer to inspect the daily record of said business or any goods in the possession of said business during the ordinary hours of business or at any reasonable time;
- (5) Make any false statement in the permit application and registration provided for in this Chapter;
- (6) Refuse to allow any duly authorized law enforcement officer to inspect such permanent record, or any precious metals or gems or goods made from precious metals or gems in his possession, during the ordinary hours of business or at any reasonable time;

- (7) Sell, exchange, or remove from the legal possession of the buyer, or to alter the form of, any precious metals or gems or goods made from precious metals or gems purchased by remounting, melting, cutting up, or otherwise altering the original form until at least 10 calendar days have elapsed from the time of purchase or acquisition;
- (8) Fail to make the report as required in this Article;
- (9) Purchase any precious metals or gems from any person under 17 years of age; or
- (10) Fail to comply with this chapter in any other material way.

Sec. 10-167. Itinerant Dealers.

(a) Itinerant Dealers in Precious Metals or Gems. Applicability. This section shall be applicable to all itinerant dealers of precious metals or gems, whether their sales, trades and purchases are at retail or wholesale or by any form of pawn. Specifically excluded are wholesalers, buyers and sellers who sell, trade and deal only with mercantile establishments or purchase precious metals or gems from manufacturers, manufacturer's representatives, or other dealers in precious metals or gems.

(b) Notice of intent to conduct business.

(1) Occupational Tax Certificate Required. Any person, firm or corporation who does business in City of Cartersville as an Itinerant Dealers in Precious Metals or Gems shall, before engaging in such business, obtain a business tax certificate in accordance with this Chapter.

(2) Permit required. It shall be unlawful for any person to engage in activities as an itinerant dealer in precious metals or gems in City of Cartersville without having obtained a valid permit for each separate location and for each person engaging in said activities. Prior to advertising any buying, selling, trading or otherwise dealing in precious metals or gems, an itinerant dealer shall, at least 3 business days prior to the initial advertising, file with the Planning and Development Department an application for a regulatory permit to conduct the business of itinerant dealer in precious metals or gems in City of Cartersville.

(3) Such application shall include the following:

- (a) Full name of the person, group or association, and its address;
- (b) The name of the person who will be conducting business in City of Cartersville and his home address, including proper identification as defined;
- (c) The length of the stay in City of Cartersville, including the dates of opening and closing, at each fixed location not to exceed 15 days;

(d) The fingerprints of the person or persons who will be conducting such business in City of Cartersville; and

(e) Where the business will be conducted, and during what hours; except that no itinerant dealers in precious metals or gems shall operate at any location in City of Cartersville between the hours of 6:00 p.m. and 8:00 a.m. Monday through Saturday or during any hours on Sunday.

(4) No person who has been convicted of a felony under the laws of this state or any other state of the United States shall be eligible to receive a regulatory permit to conduct business as an itinerant merchant of precious metals or gems within City of Cartersville. This paragraph shall not apply to any person who has been convicted of a felony after ten years have expired from the date of completion of the felony sentence. Prior to the issuance of the regulatory permit, a background investigation shall be required for each person who will be conducting business in City of Cartersville. If the eligibility requirements are met, then the regulatory permit shall be issued for each person meeting the requirements. The provisions of this Article shall apply to the background investigation required herein.

(5) Each regulatory permit issued pursuant to this section shall be nontransferable and valid for period of time listed by the applicant in response to paragraph (c) (3) above, not to exceed 15 days.

(6) Every itinerant dealer shall admit to the premises where business is being conducted any law enforcement officer, who in the performance of official lawful duties as prescribed by the Chief of Police, may desire at any time to search for articles missing or stolen, or to make any inspection of records authorized by this chapter, without the formality of a search warrant.

(c) Records. All itinerant dealers, both salesmen and buyers, of precious metals or gems shall keep records wherein shall be entered an accurate description of all property pledged, traded or sold by them. Such description shall include to the extent possible the name or the make of the article, any identifying mark or number, and a statement of the kind of material of which it is made. In such records there shall be entered also the full name and address of the person by whom same was deposited or sold, and the time when the same was done, and the name, address, date of birth and drivers' license number of seller; and a photocopy of the proper identification. In the event the seller does not have a drivers' license, other proper identification as defined shall be required and photocopied. All purchased items shall be digitally photographed. These entries shall be made as soon after the transaction as is possible but in no event more than one hour after the time given for daily close of business as provided for in this Article above. Such records may be kept electronically as long as a copy of the electronic records can be provided to the City of Cartersville Police Department or other law enforcement agency upon demand.

(d) Daily Accurate Report to police. Every traveling and itinerant dealer shall make a report to the City of Cartersville Police Department, as required in Section 10-159 (Daily

Electronic Reporting). The report shall be in such form as may be prescribed by the Chief of Police, of all property pledged, traded, bought or sold during the period of operation in City of Cartersville, and shall show the name and address of any person who bought, sold, traded or otherwise disposed of or received any item; the date and time of the transaction; the amount paid or advanced, or the item traded; the full description of articles, including kind, style, material, color, design, kind and number of stones in jewelry; and all identifying names, ranks, and numbers; and a description of persons trading, buying, selling or pawning, including the name, address, race, weight, height, photocopy of proper ID and digital thumbprint of said person. (See fingerprint requirement).

(e) Surrender of stolen property. In the event it is determined that any item bought, sold or traded to, or received by the itinerant dealer, salesman or buyer is the subject of any theft of crime, the dealer, salesman or itinerant buyer shall, upon demand of the City of Cartersville Police Department , surrender the same to the City of Cartersville Police Department.

(f) Holding period. Every item covered by this section which is purchased from one seller shall be separately packaged, or kept separately, and not intermingled or confused with items purchased from another seller, for a period of thirty (30) days following the purchase of such item. Said items must be kept in the City of Cartersville, at a location designated by the licensee and provided to the Department of Community Affairs. No person engaging in the purchase of precious metals or items as defined this chapter shall sell or otherwise dispose, permit the sale or disposal, remove or permit to be removed from the license holder's place of business, intermingle with other jewelry or stones, alter, change, deface or permit the same of any such precious metals or stones purchased, until after the expiration of thirty days from the date of purchase.

Secs. 10-167 — 10-180. Reserved.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK



City of Cartersville

**City Council Meeting
5/7/2015 7:00:00 PM
Amendment to Ordinance - Prohibited Parking**

SubCategory:	First Reading of Ordinances
Department Name:	Administration
Department Summary Recommendation:	The city has been approached by a potential downtown property owner to prohibit parking behind their proposed property located at 34 West Main Street to allow for unimpeded access to their garage. The proposed contractor on this building renovation has provided the following comments regarding this prohibited parking. "I thought I would pass the following information along to you as you were developing the ordinance for the "No Parking Zone" related to the First National Bank property. We would not be able to trade "parking for parking" because the parking spaces behind the building currently are painted on the ground and separated by a 3' to 4' painted strip. To place parking in the building we would need to allow for the columns that support the building to be installed between the garage doors. They obviously would be greater than the 3' to 4'. Due to this fact, we may be able to get 3 to 4 garage doors in an area that was once occupied by five painted spaces. Don't know if this matters but I wanted to be straight about this out of the gate. Thanks for your help with this. - Ron Goss, Jr." The proposed ordinance is attached.
City Manager's Remarks:	Your approval of this ordinance is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Ordinance no. _____

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, that the Code of Ordinances, City of Cartersville, Georgia **CHAPTER 12. MOTOR VEHICLES AND TRAFFIC. ARTICLE XI. TRAFFIC SCHEDULE. Sec. 12-1015 Parking Prohibited** is hereby amended by adding a new subparagraph (f) as follows:

1.

(f) The area behind 34 West Main Street in the City Parking Lot is designated as no parking being an area 45 feet from the sidewalk traveling east adjacent to the rear of 34 West Main Street and ending just prior to the western wall at the rear of 30 West Main Street

2.

This Ordinance shall become effective on ____ day of _____, 2015.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____
SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
CONNIE KEELING, CITY CLERK

ARCHER & LOVELL, P.C.
ATTORNEYS AT LAW
336 S. TENNESSEE STREET
P. O. BOX 1024
CARTERSVILLE, GEORGIA 30120

DAVID G. ARCHER
E. KEITH LOVELL

(770) 386-1116
FAX (770) 382-7484

MEMO

To: Mayor and City Council

From: E. Keith Lovell

Date: April 23, 2015

Re: No Parking Ordinance

As an FYI, the owners of Jordan Scott attended the HPC meeting and expressed concern over losing parking.

EKL/src



City of Cartersville

City Council Meeting
5/7/2015 7:00:00 PM
Development Authority of Cartersville

SubCategory:	Appointments
Department Name:	Administration
Department Summary Recommendation:	Development Authority of Cartersville to reappoint Mike Fields, Brian Edwards and Beth Tilley to new terms to expire May 11, 2019.
City Manager's Remarks:	Your approval of these reappointments is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting
5/7/2015 7:00:00 PM
Erwin Chase Storm Culvert

SubCategory:	Change Order
Department Name:	Public Works
Department Summary Recommendation:	The Erwin Chase culvert replacement project is nearing completion. Due to a few change orders regarding items such as additional backfill, erosion proofing of the outlet pipe, additional waterline cap and the addition of sod replacement the contractor will exceed the original approved amount of \$347,192.89. The requested change order amount is \$8,469.07. This will result in a project cost of \$355,661.96. This is a budgeted item, Public Works recommends approval of this change order.
City Manager's Remarks:	Your approval of this change order is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	



City of Cartersville

City Council Meeting

5/7/2015 7:00:00 PM

Jones Mill Road Sewer Relocation Project – Change Order #1

SubCategory:	Change Order
Department Name:	Water
Department Summary Recommendation:	On May 15, 2014 Council approved the Jones Mill Road Sewer Relocation Project in the amount of \$55,000. During the construction of this project two issues were encountered that resulted in additional work beyond the original scope of the project. Issue 1 – Unsuitable Fill: Unsuitable fill material was encountered under and around the area of work in the road. This material could not be replaced because it would not reach proper compaction and provide adequate support for the road bed. Crushed stone was used as replacement material. The additional cost for hauling and placing the stone backfill was 2,551.50. Issue 2 – Rock: While installing the new sewer line, competent rock which could not be excavated was encountered. The removal of this rock required the use of an excavator equipped with a rock hammer. The cost of removing the rock from the trench was \$7,500.00 The total additional cost of this change order is \$10,051.50. I recommend approval of this amount. This project will be paid from bond revenue through account 505-3320-54-1345.
City Manager's Remarks:	These were unforeseen add ons that were part of the project. Your approval of this change order is recommended.
Financial/Budget Certification:	This project will be paid from bond revenue through account 505-3320-54-1345.
Legal:	
Associated Information:	

PARTIAL PAYMENT ESTIMATE

Page 1 of 2
 Estimate No.: 1
 Project: **Jones Mill Road**
Sewer
 Location: **Cartersville, Georgia**

Owner:
City OF Cartersville
 Cartersville, Ga.

Contractor:
T.J. LYLE & COMPANY
 TAYLORSVILLE, GEORGIA

FOR WORK COMPLETED & MATERIALS STORED
FOR THE PERIOD OF
 FROM: **03/25/15**
 THRU: **04/21/15**

ESTIMATE

1. ORIGINAL CONTRACT	\$	55,000.00
2. CHANGE ORDERS	\$	10,051.50
3. REVISED CONTRACT (1 + 2)	\$	65,051.50
4. WORK COMPLETED*	\$	65,051.50
5. STORED MATERIALS	\$	-
6. SUBTOTAL (4 + 5)	\$	65,051.50
7. RETAINAGE	\$	-
8. PREVIOUS PAYMENTS	\$	17,439.66
9. AMOUNT DUE (6 - 7 - 8)	\$	47,611.84

* DETAILED BREAKDOWN ATTACHED

CONTRACT CHANGE ORDER SUMMARY

NO.	DEDUCTIONS (\$)	ADDITIONS (\$)
#1	\$ -	\$ 2,551.50
#2	\$ -	\$ 7,500.00
#3	\$ -	\$ -
#4	\$ -	\$ -
#5	\$ -	\$ -
TOTALS	\$ -	\$ 10,051.50
NET CHANGE	\$	\$ 10,051.50

PAYMENT SCHEDULE SUMMARY

NO.	PAYMENTS (\$)
#1	\$ 17,439.66
#2	\$ -
#3	\$ -
#4	\$ -
#5	\$ -
#6	\$ -
#7	\$ -
#8	\$ -
#9	\$ -
#10	\$ -
TOTAL PREVIOUS PAYMENTS	\$ 17,439.66

APPROVED WATER DEPARTMENT		DATE APPROVED: <u>4/27/15</u>	
		DEPT HEAD: <u>T.J. Lyle</u> CITY MGR	
CHARGE ACCOUNT(S)		AMOUNT	
505 - 3320 - 54 - 1345		\$ 47,611.84	
TOTAL		\$ 47,611.84	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates were issued and payment received from the owner and that current payment shown herein is now due.

CONTRACTOR: **T.J. Lyle & Company**

BY: T.J. Lyle

DATE: 4-21-15

ENGINEER'S STATEMENT:

The undersigned states that to the best of their knowledge and belief the quantities shown in this estimate are correct.

ENGINEER:

BY: Ed L. Mullins

DATE: 4/27/15

APPROVED BY OWNER:

OWNER: **City of Cartersville, Georgia**

BY: Ed L. Mullins

DATE: 4/27/15

Certified Amount: \$ 47,611.84

PARTIAL PAYMENT REQUEST

Page 2 of 2

Estimate No.: 1
 Project: Jones Mill Road
 Location: Cartersville, Georgia

Pay Period
 Period From: 03/25/15 Thru 04/21/15

Invoice No.: 1

CONTRACT - ESTIMATE						PAY QUANTITIES			
Item	Description	Qty	Unit	Unit Price	Total	Previous Estimates	This Estimate	Total To Date	Total Amount
1.									
a.	Sewer Per agreement	1	LS	\$ 55,000.00	\$ 55,000.00	0	1	1	\$ 55,000.00
b.	In Addition Hauling GAB for backfilling Road - Owner Supplied Roc	486	Tns	\$ 5.25	\$ 2,551.50	0	486	486	\$ 2,551.50
c.	In Addition Ram Hoe for Rock Hammering trench line	30	Tns	\$ 250.00	\$ 7,500.00	0	30	30	\$ 7,500.00

\$ 55,000.00
 CONTRACT PRICE

\$ 65,051.50
 TOTAL WORK COMPLETED TO DATE



City of Cartersville

City Council Meeting

5/7/2015 7:00:00 PM

Jones Mill Road Sewer Relocation Project – Stone Backfill

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recommendation:	On May 15, 2014 Council approved the Jones Mill Road Sewer Relocation Project in the amount of \$55,000. Unsuitable fill material was encountered under and around the area of work in the road. This material could not be replaced because it would not reach proper compaction and provide adequate support for the road bed. Crushed stone was used as replacement material. In order to avoid the contractor mark-up of 10% to 15%, the City directly purchased the stone from the quarry. The additional cost of the stone was \$6,448.50. I recommend approval of this amount. This project will be paid from bond revenue through account 505-3320-54-1345.
City Manager's Remarks:	This is approval of the material for the other Jones Mill Rd. item. It allows us to bypass the contractor mark up. Your approval of this item is recommended.
Financial/Budget Certification:	This project will be paid from bond revenue through account 505-3320-54-1345.
Legal:	
Associated Information:	

TITLE: Jones Mill Road Sewer Relocation Project – Stone Backfill

On May 15, 2014 Council approved the Jones Mill Road Sewer Relocation Project in the amount of \$55,000. Unsuitable fill material was encountered under and around the area of work in the road. This material could not be replaced because it would not reach proper compaction and provide adequate support for the road bed. Crushed stone was used as replacement material. In order to avoid the contractor mark-up of 10% to 15%, the City directly purchased the stone from the quarry. The additional cost of the stone was \$6,448.50.

I recommend approval of this amount.

This project will be paid from bond revenue through account 505-3320-54-1345.



City of Cartersville

**City Council Meeting
5/7/2015 7:00:00 PM
Morningside and Fairview Exterior Tank Cleaning**

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recommendation:	Bids were requested for pressure washing the exteriors of the Morningside and Fairview water tanks. This work is part of a scheduled maintenance program for these tanks. Bids were as follows: • All American Pressure Wash No Bid • Brown Painting, LLC No Bid • Grand Effects Painting \$17,830.00 • Hydro Force Pressure Washing Services \$ 9,810.00 • Pittsburg Tank \$38,500.00 • SE Diving Services, LLC \$11,900.00 I recommend the low bidder Hydro Force Pressure Washing Services in the amount of \$9,810.00. This project will be paid from the Maintenance – Water Mains account 505.3320.52.2380.
City Manager's Remarks:	This is a budgeted item to be paid from the maintenance of water mains account. Your approval of this item is recommended.
Financial/Budget Certification:	This project will be paid from the Maintenance – Water Mains account 505.3320.52.2380.
Legal:	
Associated Information:	



BID TABULATIONS

Contracting Authority: City of Cartersville -- Water Dept.		
Division: WTP -- Drinking Water Treatment Plant		
Project Name: Morningside & Fairview Tank(s) - Exterior Pressure Washing		
Project #: Not Assigned	Bid Date: Apr 14th @ 2pm	Estimate: None Assigned

Contract Description:	☐ General	☐ Operations
	☐ HVAC	☐ Consulting
	☐ Electrical	☒ Cleaning
	☐ Plumbing	☐ Other

Awarded To: (notated)	List of the Bidding Contractors	Morningside Amount (\$)	Fairview Amount (\$)	Total Bid Amount (\$)	
	All American Pressure Wash				
	Brown Painting, LLC	no bid	no bid	no bid	
	Chris's Painting & Home Repair				
	Dave's Pressure Washing				
	Grand Effects Painting & Wallcovering	\$ 8,768.00	\$ 9,062.00	\$ 17,830.00	*no discount (both)
	Hydro Force Pressure Washing Services	\$ 5,450.00	\$ 5,450.00	\$ 9,810.00	*10% discount (both)
	Jim's Painting and Home Repair				
	Masterpiece Painting & H.I.				
	Pittsburg Tank	\$ 19,500.00	\$ 19,000.00	\$ 38,500.00	*5% discount (both)
	SE Diving Services, LLC	\$ 6,150.00	\$ 6,150.00	\$ 11,900.00	*3.25% discount (both)
	Unbound Engineering				

<i>Bids Compiled By:</i>	
Print Name: Brandon Smith	Date:
Title: Drinking Water Plant Superintendent	Phone #: 678-721-5474
Signature:	Email: bsmith@cityofcartersville.org



City of Cartersville

City Council Meeting
5/7/2015 7:00:00 PM
Equipment Package for New Fire Truck

SubCategory:	Bid Award/Purchases								
Department Name:	Fire Dept.								
Department Summary Recommendation:	I respectfully request approval of the small equipment package for the new fire truck that will be arriving in June. Packages went to a total of eight vendors. This equipment includes hose, nozzles, appliances and tools that are used by firefighters while performing the emergency duties. All equipment meets National Fire Protection Association (NFPA) Standards along with ISO and departmental guidelines. Out of the eight vendors sought there was one no bid with 3 incomplete. The approved quotes are as follows: <table border="1"><tr><td>Ten-8 Supply</td><td>NAFCO</td><td>MES</td><td>Municipal</td></tr><tr><td>\$72,044.68</td><td>\$73,600.44</td><td>\$73,900.00</td><td>\$69,827.00</td></tr></table> We respectfully request approval of the low bid which will be Municipal Fire Equipment for a total of \$69,827.00. This equipment is budgeted under capital outlay and part of the lease pool amount for these trucks. An equipment list to be ordered has been attached to this request. This will be charged to account 2400-100-54-2200.	Ten-8 Supply	NAFCO	MES	Municipal	\$72,044.68	\$73,600.44	\$73,900.00	\$69,827.00
Ten-8 Supply	NAFCO	MES	Municipal						
\$72,044.68	\$73,600.44	\$73,900.00	\$69,827.00						
City Manager's Remarks:	Your approval of this purchase is recommended.								
Financial/Budget Certification:									
Legal:									
Associated Information:									

Municipal Equipment List

Key 5" x 50' pro-flow yellow LDH hose, coupled 5" storz, stenciled	\$12,996.00
Key 5" x 20' pro-flow yellow LDH hose, coupled 5" storz, stenciled	\$478.00
Key 3" x 50' white big-10 double jacket, coupled 2.5" nst, stenciled	\$8,928.00
Key 2.5" x 50' white big-10 double jacket, coupled 2.5" nst, stenciled	\$2,144.00
Key 1.75" x 50' white big-10 double jacket, coupled 2.5" nst, stenciled	\$2,910.00
Key 1" x 50' white type 2 forestry single jacket, coupled 1" nh, stenciled	\$520.00
Key 1.75" x 15' white big-10 double jacket, coupled 2.5" nst, stenciled	\$220.00
Key 2.5" x 15' white big-10 double jacket, coupled 2.5" nst, stenciled	\$272.00
Elk-O-Lite B-877-A with SOPQL48Z25C South Park quic-loc	\$3,444.00
Elkhart STSM-30PL and SOPQL48Z25C South Park quic-loc	\$4,444.00
Elkhart STD5M-30FG	\$1,910.00
SM-20FG Elkhart Pistol Grips	\$5,184.00
SM-20FG Elkhart Pistol Grips	\$1,296.00
Elkhart ST190BA and 281A	\$626.00
95 GPM/inline/adjustable percentage Elkhart 241-95	\$1,020.00
Elkhart 246-S	\$368.00
ELK-8297-25 W/Adapter for riser/portable	\$5,040.00
Elkhart 8298EX	\$496.00
Elkhart 1" booster nozzle with pistol grip, select-o-matic	\$1,128.00
Elkhart X-86-A	\$1,396.00
Elkhart B100A and Kochek 2.5" male mounting plate	\$936.00
Kochek 21K2505	\$546.00
KOC352525A Kochek 2.5" female nst x 2.5" female nst	\$92.00
KOC362525A Kochek 2.5" male nst x 2.5" male nst	\$56.00
KOC372515A Kochek 2.5" female x 1.5" male nst	\$62.00
37R151 Kochek 1.5" female NST to 1" male NST, rigid rocker lug	\$29.00
37R25G Kochek 2.5" female to GHT male thread	\$52.00
7980 Akron Black Max piston intake valve, 5" storz x 6" female nst	\$2,430.00
AKR588 Akron 588 hose clamp with mounting bracket	\$900.00
AKR78 Akron hose and ladder strap	\$648.00
S54L545 Kochek 5" storz to 4.5" nh swivel long handle female	\$270.00
KOC45-3 Kochek triple holder wrench set K05 Hydrant Wrench & (2) K01 Spanner Wrenches	\$304.00
BOST3 Kochek Heavy Duty Hydrant Wrench	\$108.00
KOCK01 Kochek universal spanner	\$88.00
KS3 Kochek storz spanner wrench, 4 , 5"	\$120.00
AKRFR-12 Akron wildland fire rake with 60" wooden handle and head	\$96.00
22-000516 Paratech pry axe standard with mounting bracket	\$598.00
FE36 Flamefighter 36" forcible entry halligan tool and PART605M Paratech mounting bracket for halligan tool	\$414.00
FE24 Flamefighter 24" forcible entry halligan tool and PART605M Paratech mounting bracket for halligan tool	\$374.00

Municipal Equipment List

AKRPPB-36 Akron pinch point crow bar 36" and SOPCHR55Z01C South Park mounting bracket	\$138.00
AKRPHY-6 Akron 6lb pick head axe and SOPZAH5101C South Park ax blade holder SOPZSMA5201C	\$192.00
AKRFHY-6 Akron 6 lb flat head axe and SOPZAH5101C South Park ax blade holder and SOPZSMA5201C South Park ax handle holder	\$184.00
STR45107 Streamlight rechargeable 8 watt litebox battery, standard shoulder strap and direct-wire vehicle mount charging rack	\$726.00
724VR3 and Super Vac 24" Electric Electric Positive Pressure Ventilation Fan, 1.25HP, Variable Speed, Wheel Kit	\$4,516.00
442RD R&B Fabrications hydrant bag with tuff bottom	\$178.00
1004 PAC handlelok (Sold individually) and 1001 PAC hooklok for (sold in pairs)	\$210.00
Gripper Hose System Model# GRP57	\$480.00
SOPQL48Z25C South Park quic-loc	\$124.00
UN5303SF Zico walkaway bracket with short footplate for 5.3" to 5.5" cylinder diameter	\$136.00



City of Cartersville

**City Council Meeting
5/7/2015 7:00:00 PM
Janitorial Supplies for Parks and Recreation Dept.**

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	Quotes were recently solicited for Janitorial Supplies used by Cartersville Parks and Recreation Department. The 4-items that are used most by Parks & Recreation was used to determine the selected vendor. CPRD expects to purchase approximately \$14,000.00 in janitorial supplies in the next 12-months. I recommend the low quotes from YPS Holdings of Cartersville.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item in the FY 2015 budget. Since this will cross over into the next fiscal year, the FY 2016 budget has not been approved, but there are funds in the current proposed FY 2016 budget for these supplies.
Legal:	
Associated Information:	

**2015 JANITORIAL SUPPLIES QUOTE REQUEST
CARTERSVILLE PARKS & RECREATION DEPARTMENT**

Cartersville Parks & Recreation Dept. request that your company quote on the following janitorial supplies listed below. Quoted price will include delivery to Dellinger Park; 100 Pine Grove Rd.; Cartersville GA 30120.

To be considered quotes must be returned before **2:00pm on Tuesday April 21st, 2015**. Quotes can be faxed (770-387-5624), emailed (ganderson@cityofcartersville.org), or hand-delivered to Dellinger Park main office. Janitorial supply orders are placed (2-3 times monthly) and delivery must be within 3-4 business days after order is placed.

Cartersville Parks and Recreation Department reserves the right to waive informalities in any quotes, to reject any or all quotes in whole or in part, or to take any action that it feels is in its best interest. Quoted pricing is expected to be remain the same for a 1-year period.

Questions may be directed to Greg Anderson, 770-607-6173.

Product Description	Quantity CPRD ordered last year	Alternate Product	Quantity per Case	Case Price
Tissue Paper: Jumbo Roll (12") (2 ply) – GEN 1513 – 6-rolls per case	156-cases		6-Rolls	
Roll Towel (brown/natural) (8"x350') GEN 1804 – 8' Kraft Hardwound Towel 12-rolls per case	26-cases		12-350' rolls	
Trash Liners (38"x58") PNL 519 Gauge 1.2 mil 100-bags case 17.63 Net weight	151-cases		100-bags case	
GOJO Pink & Clean – Liquid soap 800 ML	15	No Alternative Accepted	12 per case	

Cartersville Parks and Recreation Department has listed the amount of each product that was ordered over the past 12-month period. A similar amount of each product is expected to be ordered over the next 12-month period. Cartersville Parks and Recreation does purchase other janitorial supplies, but not near the quantity as the items listed below, as such these limited quantity items will not be used to determine janitorial supplier.

Quotes are expected for the exact product/name brand that is listed in the Bid Form. If another product is quoted that product specifications **must exceed** the requested product. Quotes will not be accepted on products that are equal to or less than the requested product. Product specifications must be included if not exact same requested product.

COMPANY: _____

Company Rep. _____

Address: _____

Phone: _____

E-mail: _____

SIGNED: _____

Date: _____

2015 – Janitorial Supplies Quote
Bid List

1. SRP Company
51 Curtis Court
Cartersville GA 30120
770-382-4020
Attn. Scot Richards
srichards@srpsales.com
2. YPS Holdings
230 River Drive
Cartersville GA 30120
770-655-4684
Attn. Carter Smith
cartersmithprg@comcast.net
3. Handi-Clean
301 S. Swing Rd
Greensboro NC 27409
770-597-6882
thompsonk@handi-clean.com

2015 Janoritial Supplies Quote
Bid Results

Bidder	Tissue Paper	Roll Towel	Trash Liners	GOJO
SPR Company Cartersville GA	\$21.00	\$17.37	\$20.35	\$32.85
YPS Holdings Cartersville GA	\$20.10	\$15.00	\$19.68	\$30.78
Handi-Clean Greenboro NC Local Rep. Cartersville GA	\$43.27	\$38.18	\$49.95	\$63.64

Note: All quotes met specifications



City of Cartersville

City Council Meeting
5/7/2015 7:00:00 PM
Pool Chemicals

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	Bids were requested for pool chemicals pricing for all three of our swimming pools. Parks and Recreation normally spends approximately \$25,000.00 per year on chemicals used to balance the water as required by State Department of Health; keeping our pools safe and inviting for our pool patrons. I recommend the purchase of Pulsar briquettes from Aquatics Consulting and Equipment, Inc. of Alpharetta, Trichlor, algaecide and muriatic acid from HanChem Corp. of Buford and the remaining pool chemicals from Green Acres Pools and Spas of Cartersville.
City Manager's Remarks:	Your approval of the bid outlined above is recommended.
Financial/Budget Certification:	This are budgeted items to be paid from the maintenance account.
Legal:	
Associated Information:	

2015
Pool Chemical Bid
Cartersville Parks and Recreation Department

The Cartersville Parks and Recreation Department invites your company to submit quotes on the following chemicals and supplies for two- (2) outdoor pools and one- (1) indoor pool. Prices are to include delivery to Dellinger Park; 100 Pine Grove Rd., Cartersville GA 30120 and/or Senior Aquatic Center; 1155 Douthit Ferry Rd, Cartersville GA 30120.

Questions concerning this quote, please call Greg Anderson 770-607-6173. Quotes must be returned by **10:00am on April 17, 2015**, either by mail, fax (770-387-5624) or hand delivered to Cartersville Parks and Recreation Department main office located at Dellinger Park; PO Box 1390; 100 Pine Grove Rd., Cartersville GA 30120

The Cartersville Parks and Recreation Department is exempt from state sales tax. Do not include sales tax in your bid.

Amount of product purchased in the past 12-month period is listed in parenthesis after the product listed below. Cartersville Parks and Recreation Department expects to purchase a similar amount of product over the next 12-month period. Orders are normally placed on Mondays/Tuesdays and delivery is expected in 5-working days. The City of Cartersville reserves the right to waive informalities in any Bid, to reject any or all Bids in whole or in part, to re-advertise, to negotiate particular segments of any or all bids and to take any action that it feels is in its best interest. Quoted pricing is expected to be remain the same for a 1-year period.

- 1) **Calcium Chloride-** (10) 50 pound bag of 77-80% Flake calcium chloride.
Price Per bag: _____
- 2) **Soda Ash-** (20) 50 pound bag of FMC grade 100 soda ash
Price per bag: _____
- 3) **Sodium Bicarbonate-** (25) 50 pound bag of 99% sodium bicarbonate.
Price per bag: _____
- 4) **Trichlor-** (25) 50 pound bucket of 90% active chlorine sticks.
Price per bucket: _____
- 5) **Granular Shock:** (2) 100 pound drum of Granular Calcium Hypochlorite granular
Price per bucket: _____
- 6) **Muriatic Acid:** (200) 1 gallon bottle (box of 4) of Muriatic Acid. *if you have an alternative to the gallon bottles we would like to know the price for the alternative also*
Price per gallon: _____
- 7) **Pulsar Briquettes:** (100) 50 pound bucket Calcium Hypochlorite.
Price per bucket: _____
- 8) **Algaecide:** (10) 1 Quart bottles of Polyquat Algaecide.
Price per quart: _____
- 9) **Stabilizer:** (2) 100 pound bucket. Price per bucket: _____

2015
Pool Chemical Bid

Company: _____

Address: _____

Phone Number: _____ Email _____

Contact Person: _____

Signature: _____ Date _____

Pool Chemicals
2015 Bid List

- 1.) Brad Bachman – ACE Aquatic Consulting & Equipment, INC.
905 Nightingale Walk
Suite B
Alpharetta, GA 30022
770-346-9643
acepool@bellsouth.net
- 2.) Han Chem Corp.
5084 Bristol Industrial Way
Buford, GA 30518
(770) 614-0336
info@hanchempro.com
- 3.) Green Acres Pools & Spas
1208 Joe Frank Harris Pkwy SE
Cartersville, GA 30120
(770) 382-0111
greenacrespools@comcast.net
- 4.) Cole's Pool Supplies and Service
650 Henderson Dr., Suite 502
Cartersville, GA 30120
info@colespools.com
- 5.) Wilson Pools
101 S Dixie Ave
Cartersville, GA 30120
(770) 386-3324
lee.aquaman@gmail.com

**2015
Pool Chemical Bid
Bid Results**

Bid Item	Green Acres	Aquatics Consulting & Equipment	HanChem	\$59.00 delivery charge Any size order
Calcium Chloride	\$17.95	\$22.00	\$19.80	
Soda Ash	\$25.95	\$25.00	\$19.90	
Sodium Bicarb.	\$19.95	\$22.00	\$18.90	
Trichlor	\$240.95	\$112.00	\$99.75	
Shock	\$157.95	\$148.00	\$125.10	
Muriatic Acid	\$4.95	\$4.75	\$3.83	15.30 per case of 4
Pulsar				
Briquettes	No Bid	\$120.00	No Bid	
Algaecide	\$18.95	\$16.00	\$13.95	
Stabilizer	\$111.95	\$125.00	\$122.40	



City of Cartersville

City Council Meeting

5/7/2015 7:00:00 PM

Bobcat Toolcat for Parks and Recreation Dept.

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recommendation:	Bids were accepted for a Bobcat Toolcat 5600-G Series maintenance vehicle. This vehicle was chosen by Park staff for the purpose of maintaining our trail system, but its versatility allows for much broader usage within all of our parks and grounds. This apparatus is 3,300 pounds lighter than our existing Bobcat skid steer. This lighter weight allows it to access our trails without damaging (cracking) the trail surface while being able to use our existing Bobcat accessories (buckets, fork lift, broom, auger, trencher, etc.). I recommend the low bid of \$39,966.00 from Bobcat of Atlanta for a new Toolcat which meets specifications and has the desired accessories. This is a budget item.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is a budgeted item to be charged to 100-5100-54-2200.
Legal:	
Associated Information:	

Vendor	Cab Enclosure w/ Heat/AC	High Flow Package	Attachment Control	Power Bob- Tach	Other
Bobcat-Atlanta (Demo)	Yes	Yes	Yes	Yes	Yes
Bobcat-Atlanta	Yes	Yes	Yes	Yes	No
Bobcat Chattanooga	Yes	Yes	Yes	Yes	No
Rhinehart Equipment	Yes	Yes	Yes	Yes	No

Price

\$41,077.00

\$39,966.00

\$41,692.00

\$39,968.00



Bobcat.

16846D018C0

Product Quotation

Quotation Number:

Date: 2015-04-27 12:03:20

Ship to	Bobcat Dealer	Bill To
City of Cartersville Parks & Recreation Department Attn: James Gordy 100 Pine Grove Road PO Box 1390 Cartersville, GA 30120 Phone: (770) 607-6270 Fax: (770) 387-5624	Bobcat of Atlanta, Marietta, GA 2006 DELK INDUSTRIAL BLVD. MARIETTA GA 30067 Phone: 770-850-1443 Fax: 770-850-1602 Contact: Josh Shook Phone: 6788003252 Cellular: 6788003252 E Mail: joshshook@bobcatofatlanta.com	City of Cartersville Parks & Recreation Department Attn: James Gordy 100 Pine Grove Road PO Box 1390 Cartersville, GA 30120 Phone: (770) 607-6270 Fax: (770) 387-5624

Description	Part No	Qty	Price Ea.	Total
Toolcat 5600 G-Series	M1221	1	\$35,049.00	\$35,049.00
Adjustable Vinyl Seats	Hydraulic Dump Box			
All-Wheel Steer	Instrumentation:			
Automatically Activated Glow Plugs	Hourmeter, Job Hours, Speedometer,			
Auxiliary Hydraulics	Tachometer, Fuel Guage, Engine			
Variable Flow with dual direction detent	Temperature Gauge, and Warning Lights			
Beverage Holders	Joystick, Manually Controlled with Lift Arm Float			
Bob-Tach	Lift Arm Support			
Boom Float	Parking Brake, automatic			
Cargo Box Support	Power Steering with Tilt Steering Wheel			
Cruise Control	Radiator Screen			
Deluxe Operator Canopy includes:	Rear Reciever Hitch			
Front Window, Rear Window ,	Seat Belts, Shoulder Harness			
Front Wipers, and Electrical Power Port	Spark Arrestor Muffler			
Lower Engine Guard	Suspension, 4-wheel independent			
Limited Slip Transaxle	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Engine and Hydraulic Monitor with Shutdown	Toolcat Interlock Control System (TICS)			
Front Work Lights	Two-Speed Transmission			
Full-time Four-Wheel Drive	Warranty: 1 Year, Unlimited Hours			
Horsepower Management				
Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471				
Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I				
Dome Light				
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	\$3,133.00	\$3,133.00
High Flow Package	M1221-R03-C02	1	\$979.00	\$979.00
Attachment Control	M1221-R08-C02	1	\$129.00	\$129.00
Power Bob-Tach	M1221-R12-C02	1	\$676.00	\$676.00
Total of Items Quoted				\$39,966.00
Quote Total - US dollars				\$39,966.00



City of Cartersville

City Council Meeting
5/7/2015 7:00:00 PM
Pad Mounted Equipment Inspections

SubCategory:	Bid Award/Purchases
Department Name:	Electric Department
Department Summary Recommendation:	The Electric Department would like to award a contract for the inspection and repairs needed on our Pad Mounted Equipment. The scope of work to be performed was bid out by Electric Cities of Georgia (ECG) for its member cities in 2013. The low bidder for this contract is Southeastern Wood Pole Inspectors. In 2015 ECG extended the contract for one year with a 1 % price increase. I have included the ECG Bid Award Recommendation as well as the Bid Extension Documents. The Electric Department recommends that we award the contract to Southeastern Wood Pole Inspections which is recommended by ECG and is the low bidder on this contract. The work is budgeted and is not to exceed \$ 19,200.
City Manager's Remarks:	This is a budgeted item. This is an item that is recommended by ECG, which we are part of. Your approval of this item is recommended.
Financial/Budget Certification:	
Legal:	Keith Lovell has reviewed the contract. E-verify and Save documents are on file at the Electric Department.
Associated Information:	

Pad Mounted Equipment Inspection and Treatment 2013 Award Recommendations

Padmount Equipment Inspection		
Recommendation	1st	2nd
Description	SWPI	TMS
1 Phase Terminating Cabinet		
Inspection (per specification)	\$ 40.00	\$ 21.74
Clearing & Digging	\$ 30.00	\$ 20.70
Painting	\$ 45.00	\$ 92.00
Total	\$ 115.00	\$ 134.44
3 Phase Terminating Cabinet		
Inspection	\$ 40.00	\$ 21.74
Clearing & Digging	\$ 50.00	\$ 20.70
Painting	\$ 221.00	\$ 103.50
Total	\$ 311.00	\$ 145.94
Pad Mounted Switchgear		
<i>Small (PMH3-PMH5)</i>		
Inspection	\$ 40.00	\$ 12.65
Clearing & Digging	\$ 30.00	\$ 37.95
Painting	\$ 45.00	\$ 427.01
Total	\$ 115.00	\$ 477.61
<i>Large (PMH6-PMH13)</i>		
Inspection	\$ 40.00	\$ 12.65
Clearing & Digging	\$ 50.00	\$ 37.95
Painting	\$ 150.00	\$ 500.00
Total	\$ 240.00	\$ 550.60
Transclosures		
<i>Up to 75 kVA</i>		
Inspection	\$ 40.00	\$ 12.65
Clearing & Digging	\$ 30.00	\$ 37.95
Painting	\$ 155.00	\$ 167.90
Total	\$ 225.00	\$ 218.50
<i>Larger than 75 kVA</i>		
Inspection	\$ 40.00	\$ 12.65
Clearing & Digging	\$ 50.00	\$ 37.95
Painting	\$ 210.00	\$ 335.80
Total	\$ 300.00	\$ 386.40

Contact Info:

SWPI	Fred Norris	(706) 207-8499
	Allison Strickland	(706) 335-7084
TMS	Ivon Collins	(919) 252-8009

Don Hassebrock

From: Jonathan Leake <JLeake@ecoga.org>
Sent: Thursday, April 09, 2015 9:43 AM
To: Don Hassebrock
Subject: RE: SWPI Contract
Attachments: SWPI 2015 Extension.pdf

Yes, ECG awarded SWPI a one year extension on the existing contract with a 1% price increase. The letter SWPI sent, which was accepted, is attached.

Jonathan Leake | Coordinator, Aggregated Services
 o. 770.661.2849 | c. 404.291.5207 | jleake@ecoga.org
 1470 Riveredge Parkway Atlanta, GA 30328 | ecoga.org



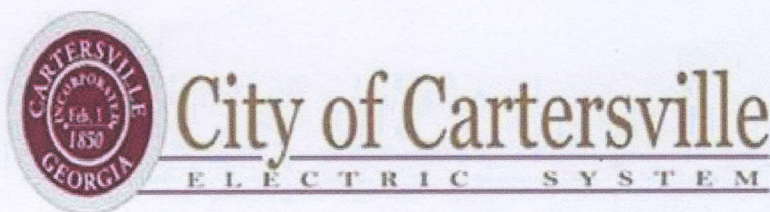
Please consider the environment before printing this email.

From: Don Hassebrock [<mailto:dhassebrock@cityofcartersville.org>]
Sent: Thursday, April 09, 2015 9:34 AM
To: Jonathan Leake
Subject: SWPI Contract

Hey Jonathan, We plan to have SWPI do some pad mounted transformer painting and some light pole painting which is covered under the ECG Contract with SWPI. SWPI will be doing the painting in our FY14-15 which ends June 30th. I need to get City Council approval on the contract. Would you confirm for me that ECG has awarded SWPI a one year extension on the existing contract which includes a 1% price increase.

Thanks

Don Hassebrock
 Director
 320 S. Erwin St.
 Cartersville, GA 30120
 (O) 770-387-7400



The information contained in this email is privileged and confidential and is intended for the use of the addressee listed above. If you are neither the intended recipient nor the employee or agent responsible for delivering this message to its intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in relation to the contents of the email information is strictly prohibited. If you have received this email in error, please notify the sender immediately by telephone or reply email and destroy this email and any attachments.

Item # 16

October 22, 2014

Mr. Jonathan Leake
Coordinator, Aggregated Services
Electrical Cities of Georgia
1470 Riveredge Parkway
Atlanta, GA 30328

Dear Mr. Leake:

In regards to the ECG 2015 Request for Proposal for Pole Inspection and Treatment Service, Southeastern Wood Pole Inspectors would like to offer to extend our current contract for the upcoming year of 2015. We would like to propose a 1% increase for all our services. It has been over 4 years since our last price increase with the ECG cities and we feel that now is a fair time for both parties to make this change.

To coincide with this, we would like to make the same offer for the ECG 2015 Pad Mounted Equipment and Treatment Service Proposal with all prices increasing by 1%..

We appreciate the support we receive from the ECG and your cities and look forward to continuing a great relationship.

Best Regards,

Fred Norris
President
Southeastern Wood Pole Inspectors
Cnorris1swpi@windstream.net
706.335.7084

CONTRACT

STATE OF GEORGIA

COUNTY OF BARTOW

This contract and Agreement entered into between City of Cartersville, Georgia, a Municipal Corporation of the State of Georgia (Municipality) and Southeastern Wood Pole Inspectors, Inc. (Contractor) this 1st day of April, 2015.

WITNESSTH:

WHEREAS, Municipality desires to retain Contractor to perform certain **pad mount inspection and / or overhead pole top inspection services** in connection with Municipalities' current work plan, said contractor performing such work as an independent Contractor, and whereas, the Parties desire to set forth the terms of their agreement;

NOW, THEREFORE, in consideration of the premises, TEN DOLLARS AND OTHER VALUBLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the mutual covenants contained herein and other good and valuable consideration, the parties hereby agree as follows:

I. COVENANTS

So long as the contract is in effect, Contractor covenants and agrees to perform Such projects, jobs and services as are assigned by Municipality without defect, To include the project outlined in Exhibit A according to specific plans and specifications submitted by the Municipality.

II. SCOPE OF PROJECT, CHARGES

The scope and basis of this contract, in accordance with the Electric Cities of Georgia, is to provide inspection and treatment of pad mount transformers. The scope of the project , billing rates and charges shall be set forth in Exhibit A And Exhibit B attached hereto and by reference incorporated herein. Specifications of the contract will be provided by the Contractor.

III. PERFORMANCE

In performance of said work, Contractor agrees that it shall abide by the Municipalities' policies and will perform the work in a safe and workmanlike manner acceptable to Municipality. Municipality will provide the material utilized on construction undertaken herein and Contractor will provide all labor and equipment as well as gas and maintenance thereon.

IV. INSURANCE

Prior to undertaking any work under this contract and during the term thereof, Contractor shall procure and submit to Municipality proof of general liability insurance coverage in an amount not less than \$2,000,000 per occurrence as well as worker's compensation insurance coverage which shall provide at minimum statutory benefits to the Contractor's employees. Contractor shall provide and maintain automobile liability insurance on all vehicles used in connection with the contract, whether owned, or non-owned, or hired with public liability limits of not less than \$2,000,000 bodily injury and property damage as to any one occurrence. Thereafter Contractor shall submit to Municipality continued proof of such coverage.

V. INDEMNITY

Contractor shall indemnify, protect and save harmless Municipality from and against all claims and demands for damages to Contractor's property and injury or death to Contractor's employees, except where the same are caused by the sole negligence of the Municipality.

VI. ENTIRE AGREEMENT

This contract contains the entire agreement between the parties and there are no representations, undertakings, or warranties not contained herein. This agreement is executed in and shall be governed by the laws of the State of Georgia. This agreement may be executed in multiple counterparts, any of which is to be considered an original, but which shall only be construed to be one agreement.

VII. INDEPENDENT CONTRACTOR

Contractor is deemed an independent contractor under Georgia law, and shall abide by state and federal law relative to all actions undertaken under this contract.

VIII. TERM

Unless sooner terminated as herein provided, this contract shall be effective for one year from the date thereof and shall continue in effect thereafter from year to year, provided, however, that either party may terminate the same at anytime by giving thirty (30) days notice in writing to the other.

IX. LABOR

Unless this contract is exempted by the rules and regulations of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, or Title VII of the Civil Rights Act of 1964, as amended, there is incorporated herein by reference paragraphs (1) through (7) of the contract clauses set forth in Section 202 of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, Vietnam Era Veterans Readjustment Act of 1974, as amended (38 USC 2012) and all other relevant Acts, Regulations, and/or Executive Orders.

X. FEDERAL WORK AUTHORIZATION PROGRAM

During the entire duration of this contract, Contractor must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and § 50-36-1.

XI. SUPERVISION

The contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform and complete the project in compliance with the Municipality. The Contractor shall be responsible for the means, methods, techniques, sequences, and procedures of the work.

XII. WAIVER OF CLAIMS

The making and acceptance of final payment shall constitute (a) a waiver of all claims by Municipality against Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract; however, it shall not constitute a waiver by the Municipality of any rights in respect of Contractor's continuing obligations; and (b) a waiver of all claims by Contractor against Municipality other than those previously made in writing and still unsettled.

XIII. PROPERTY DAMAGE

The Contractor shall be responsible for all property damage associated with gaining access to the work by the Contractor, as well as damage resulting to property and other facilities from the Contractor's work. All damage claims shall result in contact with the person making the claim by the Contractor within 48 hours. A report of the findings of the claim will be provided to the Municipality

within 72 hours. The Contractor's responsibility for damage shall include return to the original condition of the site as found, and notification to the Municipality.

XIV. PAYMENT FOR WORK

Weekly time and charge sheets must be submitted, along with the Pad Mount Inspection Report, to the Municipality once per week during the work period. Invoices for completed work will be submitted to the Municipality on a weekly basis. Invoices are net 10 days.

IN WITNESS WHEREOF this Agreement has been executed by the parties the
Year and the date first above written.

City of Cartersville, Georgia
A Municipal Corporation of the State of Georgia

Witness

BY: _____
Matthew J. Santini
Mayor

Notary Public exp. _____

ATTEST: _____
Connie Keeling
City Clerk

Southeastern Wood Pole Inspectors, Inc.

[Signature]
Witness

BY: *[Signature]*
Carroll F. Norris
President

[Signature]
Notary Public exp. 10-2-16

ATTEST: *[Signature]*



EXHIBIT A
CARTERSVILLE ELECTRIC SYSTEM
Pad Mounted Equipment Inspection & Treatment Services
2013

The scope of the project includes labor and equipment to complete PAD MOUNT INSPECTION as assigned by the Municipality. Below are the prices associated with the contract.

DESCRIPTION:	TOTAL PRICE:
1. Painting of Units (per Specifications) and Labeling	
A. 1 ☼ Pad Mounted Transformer (25-167 KVA)	\$70.00 Each
B. 3 ☼ Pad Mounted Transformer (75-2000 KVA)	
75 - 150 KVA	\$246.00 Each
225 - 500 KVA	\$356.00 Each
750 KVA - 1500 KVA	\$466.00 Each
2000 KVA - 2500 KVA	\$576.00 Each
C. 1 ☼ Terminating Cabinets	\$70.00 Each
3 ☼ Terminating Cabinets	\$246.00 Each
D. Pad Mounted Switchgear (Small SG2-SG6)	\$70.00 Each
Pad Mounted Switchgear (Large SG7-SG13)	\$175.00 Each
E. Transclosure (up to 75 KVA)	\$180.00 Each
Transclosure (larger than 75 KVA)	\$235.00 Each
F. Capacitor Assembly (Reclosure Cabinet - No Transformer)	\$165.00 Each
2. Excessive Heavy Rust Removal	
1 ☼ Pad Mounted Transformer (25-167 KVA)	\$10.00 Each
3 ☼ Pad Mounted Transformer (75-2000 KVA)	
75 - 150 KVA	\$20.00 Each
225 - 500 KVA	\$20.00 Each
750 KVA - 1500 KVA	\$20.00 Each
2000 KVA - 2500 KVA	\$20.00 Each
1 ☼ Terminating Cabinets	\$10.00 Each
3 ☼ Terminating Cabinets	\$20.00 Each
Pad Mounted Switchgear (Small SG2-SG6)	\$10.00 Each
Pad Mounted Switchgear (Large SG7-SG13)	\$20.00 Each
Transclosure (up to 75 KVA)	\$10.00 Each
Transclosure (larger than 75 KVA)	\$20.00 Each
3. Cabinet Repair (If Needed)	\$30.00 Each
4. Inside Painting of Box Lid - STX	\$10.00 Each
Inside Painting of Box Lid - 3TX	\$15.00 Each

EXHIBIT B
CARTERSVILLE ELECTRIC SYSTEM
Overhead Pole Top Equipment Inspection & Painting Services
2013

The scope of the project includes labor and equipment to complete OVERHEAD POLE TOP TRANSFORMER INSPECTION as assigned by the Municipality. Below are the prices associated with the contract.

DESCRIPTION:	TOTAL PRICE:
1. Visual Inspection of the following: (per specifications)	
A. 1 ☼ Overhead Pole Top Transformer (5-833 KVA)	\$10.00 Each
B. 3 ☼ Overhead Pole Top Transformer (30 - 500 KVA)	\$10.00 Each
2. Painting of Units (per Specifications)	
A. 1 ☼ Overhead Pole Top Transformer (5-833 KVA)	\$60.00 Each
B. 3 ☼ Overhead Pole Top Transformer (30 - 500 KVA)	\$75.00 Each
3. Stenciling of Overhead Pole Top Transformer	\$12.50 Each
4. Heavy Rust Removal	
1 ☼ Overhead Pole Top Transformer (5-833 KVA)	\$20.00 Each
3 ☼ Overhead Pole Top Transformer (30-500 KVA)	\$30.00 Each



City of Cartersville

**City Council Meeting
5/7/2015 7:00:00 PM
Computer Support Renewal Agreements**

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	The Fiber Department requests approval for annual maintenance support on some computer hardware equipment. The first maintenance support is for 3 Fortinet Firewalls and our Firewall Log Analyzer at an annual cost of \$8,339.12. The second support renewal is for our Extreme switches and wireless equipment at a cost of \$7,380.00. Both support renewals are from Carousel Industries and are for the period of June 1, 2015 through May 31, 2016 and are needed to continue maintenance coverage on city equipment and I recommend approval.
City Manager's Remarks:	Your approval of these agreements is recommended.
Financial/Budget Certification:	Both of these renewals are budgeted items.
Legal:	
Associated Information:	Everify and SAVE documents attached.

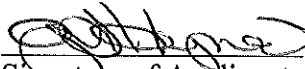
AFFIDAVIT VERIFYING STATUS FOR CITY OF CARTERSVILLE BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Cartersville, Georgia Occupation Tax Certificate, Alcohol License or other public benefits as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Cartersville, Georgia Occupational Tax Certificate, Alcohol License or other public benefit (circle one) for

Carousel Industries of North America, Inc

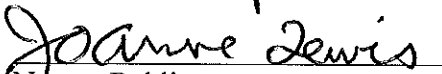
- 1) X I am a United States citizen
- 2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

 4.2.15
Signature of Applicant: Date

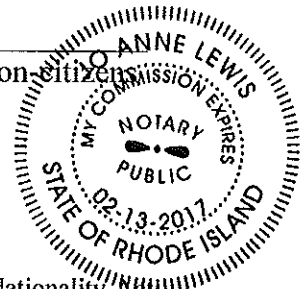
Gail Hynes, VP Human Resources
Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
21 DAY OF April, 2015


Notary Public

My Commission Expires:

* _____
Alien Registration number for non-citizens



*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

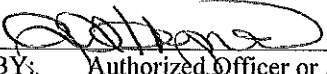
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Cartersville has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Cartersville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Cartersville at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

EEV/Basic Pilot Program* User Identification Number

BY: 
Authorized Officer or Agent
(Contractor Name)

4/21/15

Date

Carousel Industries of North America, Inc
Contractor/Entity Name

Gail Hynes, VP Human Resources
Title of Authorized Officer or Agent of Contractor

659 South County Trail, Exeter, RI 02822
Contractor Address

Gail Hynes
Printed Name of Authorized Officer or Agent

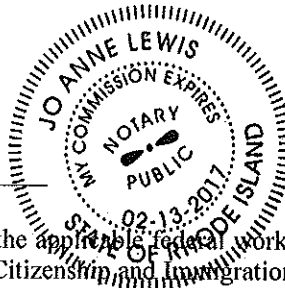
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

21 DAY OF April, 2015

Joanne Lewis
Notary Public

My Commission Expires:

2-13-17



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



Employment Eligibility Verification

Welcome
Gail HynesUser ID
GHYN7392Last Login
11:27 AM - 03/30/2012 Log Out

Click any icon for help

Home

My Cases

New Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Contact Us

Company Information

Company Name: Carousel Industries of North America, Inc. [View/Edit](#)

Company ID Number: 163489

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 669 South County Trail

Address 2:

City: Exeter

State: RI

Zip Code: 02822

County: WASHINGTON

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 61602264

Total Number of Employees: 1,000 to 2,499

Parent Organization:

Administrator:

Organization Designation:

Employer Category:

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL
SERVICES [View/Edit](#)Total Hiring Sites: 1 [View/Edit](#)Total Points of Contact: 3 [View/Edit](#)



City of Cartersville

**City Council Meeting
5/7/2015 7:00:00 PM
Computer Hardware and Software Purchases**

SubCategory:	Bid Award/Purchases
Department Name:	Fiber
Department Summary Recommendation:	Bartow County has requested assistance from the city Fiber Department on the purchase of computer hardware and software that will be needed to operate new software that will benefit public safety personnel in our community. The expertise of our Fiber Department staff was needed to help configure the equipment for the new public safety software, along with the discounts our city is able to obtain. Bartow County has approved a purchase order to not exceed \$182,347.62, and will reimburse the city up to this amount for the computer equipment that is purchased. I recommend for the City Council to approve city staff to purchase the required computer equipment that will be reimbursed by Bartow County.
City Manager's Remarks:	Your approval of this purchase is recommended.
Financial/Budget Certification:	This is an unbudgeted item, but will be reimbursed by Bartow County.
Legal:	
Associated Information:	

BARTOW COUNTY NEW WORLD SYSTEMS HARDWARE PROPOSAL

March 20, 2015

OVERVIEW

Background and Description

The following pages contain hardware specifics and pricing recommendations to support New World System's Public Safety solution in a 2-site configuration for Bartow County. Site #1 is slated to reside at the Bartow County Sheriff's/911 Office. Site #2 is located at the Cartersville Public Safety Headquarters.

Hardware Quote (subject to change)

PAGES

2-4	Dell PowerEdge R820 Site #1 Host Server (MS Hyper-V)	\$19,123.20
5-7	Dell PowerEdge R820 Site #2 Host Server (MS Hyper-V)	19,123.20
8-10	Dell PowerEdge R320 Domain Controller Site #1	3,183.36
11-13	Dell PowerEdge R320 Domain Controller Site #2	3,183.36
14-15	Dell EqualLogic PS6100X Mainstream Performance 10k SAS Drives site #1	41,365.26
16-17	Dell EqualLogic PS6100X Mainstream Performance 10k SAS Drives site #1	41,365.26
18	MS Excel 2013 site #1	102.73
19	MS Word 2013 site #1	103.73
20	MS Excel 2013 site #2	102.73
21	MS Word 2013 site #2	103.73
22-24	Dell PowerEdge R520 Veeam Site #1	4,776.96
25	Dell PowerVault MD3200I Veeam Storage Site #1	9,398.52
26	Veeam Backup Essentials Enterprise for Hyper-V license Site #1	1,580.80
27-29	Dell PowerEdge R520 Veeam Site #2	4,776.96
30	Dell PowerVault MD3200I Veeam Storage Site #2	9,398.52
31	Veeam Backup Essentials Enterprise for Hyper-V license Site #2	1,580.80
32	MS GSA WIN SRV DCAL x 200 @ \$24.93 ea.	4,986.00

Total: \$164,255.12

APPROVED BY PETER OLSON

P.O.



City of Cartersville
Extreme Networks

Created By: Vishal Nanda
Account Executive: Christine Parr
Report Created: 3/19/2015
Tracking Number:

Product

Deliverable	Part #	Description	Qty	Extended Price
	16702	X460-G2-48-10GE4-Base-Unit Summit X460-G2 48 10/100/1000BASE-T, 4 1000/10GBaseX unpop'd SFP+ ports, Rear VIM Slot (unpop'd), Rear Timing Slot (unpop'd), 2 unpop'd PSU slots, fan module slot (unpop'd), ExtremeXOS Edge license	2	\$11,550.00
	10930A	Summit 300W AC PSU XT	2	\$742.50
	10061	Pwr Cord, 10A, NEMA 5-15P, IEC320-C13	2	\$22.50
	10945	FAN Module for Summit X470 Series Switches - front to back airflow	2	\$442.60
	16713	Summit X460-G2 VIM-2ss Optional Virtual Interface Module for the rear of the X460-G2 providing 2 ports of Extreme's SummitStack	2	\$892.50
	16106	SummitStack/UnlStack Stocking cable, 0.5M	2	\$292.50
				\$0.00
				\$13,942.50

Support Contract

Deliverable	Part #	Description	Qty	Extended Price
16702	95504-16702	Carousel Extreme Essential - PW NBD AHR 16702 - 5 Year	10	\$3,850.00
16713	95504-16713	Carousel Extreme Essential - PW NBD AHR 16713 - 5 Year	10	\$300.00
				\$4,150.00

EXTENDED

Product Total	\$13,942.50
5 Year Prepaid Support	\$4,150.00
	\$18,092.50

prices valid for 30 days - does NOT include tax or shipping

NOTES:

APPROVED BY PETER OLSON

PO



City of Cartersville

City Council Meeting

5/7/2015 7:00:00 PM

Tabernacle Church Release and Settlement Agreement

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recommendation:	In January 2015 a heavy rain backed up from the city's storm sewer causing flooding to the basement of Tabernacle Baptist Church. After investigating the incident, it was determined that when work was being done on Tennessee Street in 2014 a drainage system line from Tabernacle Baptist Church was cut, potentially causing some of the basement flooding that occurred during the heavy rainstorm in January. A release and settlement agreement has been agreed to with Tabernacle Baptist in the amount of \$28,293.24 and staff requests City Council approval. Note that Exhibits A and B are available for your review but due to the size of the documents they have not been attached to this agenda item.
City Manager's Remarks:	Your approval of this item is recommended.
Financial/Budget Certification:	This will be paid from the property and casualty insurance fund.
Legal:	
Associated Information:	

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement made and entered into this 30th day of April, 2015, by and between TABERNACLE BAPTIST CHURCH OF CARTERSVILLE, INC. (hereinafter referred to as "the Undersigned"); and THE CITY OF CARTERSVILLE, GEORGIA, a municipal corporation of the State of Georgia (hereinafter referred to as "Released Party".

WITNESSETH:

WHEREAS, on or about January 4, 2015 apparently a drain backed up causing flooding and water damage as detailed on a letter dated January 19, 2015 from Brotherhood Mutual Insurance, attached hereto as Exhibit "A" and estimate from Profire, LLC dated January 13, 2015 attached hereto as Exhibit "B", the undersigned alleges that said water damage was caused by either the City of Cartersville damaging lines in the area, or by improperly installed lines (hereinafter referred to as the "Incident") the City of Cartersville denies any liability related to the Incident;

WHEREAS, the Undersigned and the Released Party have agreed to compromise, settle and adjust all such controversies in the manner set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and the payment by the Released Party, of the sum of Twenty-eight Thousand Two Hundred Ninety-three and 24/100 (\$28,293.24) to the Undersigned, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, the sufficiency of which is acknowledged by all parties, it is hereby agreed as follows:

1.

The Undersigned, for itself, its representatives, successors and assigns does hereby forever, and finally release, acquit and forever discharge the Released Party, their agents, employees, officers, directors, successors and assigns and all other persons, firms, corporations, and other entities that are claimed to be liable or may be liable to the Undersigned from and against any and all claims, debts, demands, damages, actions, causes of action or suit of any kind or nature whatsoever, which the Undersigned has or may have, either now or in the future, from the beginning of the world until the date of this release and settlement agreement, arising out of or relating in any manner to the Incident.

2.

The Undersigned represents, covenants and warrants that there are no outstanding unpaid medical expenses arising from the Incident, nor any existing liens, subrogation claims or other liens or claims of any kind or nature arising from the Incident including, but not limited to, claims arising from the payment of workers' compensation benefits pursuant to O.C.G.A. § 34-9-11.1, no-fault insurance, personal injury protection or medical payments coverage, health care insurance, Medicare or Medicaid. The Undersigned agrees to indemnify and hold harmless the Released Party for any breach of the representations, covenants or warranties contained in this paragraph to the full extent permitted by law.

3.

It is further understood and agreed that this settlement is the compromise of doubtful and disputed claims between the Parties and is not an admission of liability of any party; on the contrary, all such liabilities are expressly denied.

4.

The Undersigned represents, covenants, and warrants that he is of sound mind and body, of majority age, is suffering from no legal disabilities, and enters into this Release and Settlement Agreement voluntarily and without duress or coercion. The Undersigned further represents, covenants and warrants that he has not relied upon any representations by any party or their representatives, other than those expressly made and set forth within the four corners of this documents, as any inducement for entering into the settlement described herein.

5.

This Agreement is the entire agreement between the parties.

6.

In Witness hereof, the Undersigned hereunto sets his hand and affixes his seal this day and year first above written.

**TABERNACLE BAPTIST CHURCH
OF CARTERSVILLE, INC.**

Sworn to and subscribed before me
This 30th day of April 2015.

Judy A. Hodges
Notary Public
My Commission Expires: 8-22-2017

James E. Milam
Chairman

ATTEST:

W. D. Grier (S)
Secretary





City of Cartersville

City Council Meeting
5/7/2015 7:00:00 PM
GDOT Agreement - Gas Dept.

SubCategory:	Contracts/Agreements
Department Name:	Gas
Department Summary Recommendation:	This agreement reimburses us for the relocation of our facilities on an existing easement. I recommend approval of the agreement
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	N/A
Legal:	This agreement has been approved by the City Attorney's office.
Associated Information:	

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

April 7, 2015

Mayor Mathew Santini
City of Cartersville Gas Systems
P. O. Box 1390
1 North Erwin Street
Cartersville, GA 30120

Georgia Project No.: STP00-0002-00(626), Bartow County
GDOT PI No.: 0002626
Lump Sum Agreement – Natural Gas Facilities

Dear Mayor Santini:

Attached is an electronic counterpart of an undated Lump Sum Agreement between City of Cartersville Gas System and the Georgia Department of Transportation on the above project. The project will reconstruct existing historic interchange of US 41/SR 3 at US 411/SR 61, including the reconstruction of bridges over US 411/SR 61, the reconstruction of bridges over CSX Railroad and the widening or reconstruction of the northern bridge over Pettit Creek in Bartow County. The agreement covers the adjustment of City of Cartersville's natural gas facilities in conflict with the above project. The Agreement will be dated upon execution on behalf of the Department.

If the Agreement meets with your approval, please handle for execution on behalf of City of Cartersville Gas System and return all three counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department. In this connection, be sure to have two witnesses (one of which must be a notary public) sign the Agreement. Please be certain that the notary public's seal is affixed alongside the signature. The Official Seal of City of Cartersville is required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

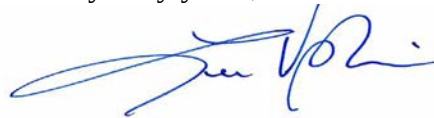
Also please provide City of Cartersville Gas System's Federal Employee Identification Number (FEIN) in the blank shown on page 5 of the Agreement. This number is needed in order for the Department to make payment on your bill when it is submitted.

You are cautioned not to incur any construction expense in connection with the relocation of your utilities until you have been given written authorization by this office to proceed with the work covered by this Agreement.

Project No.: STP00-0002-00(626), Bartow County
P.I. No.: 0002626
Lump Sum Agreement – Natural Gas Facilities
April 7, 2015
Page 2

If you have any questions or need further information, please contact Yulonda Pride-Foster at 404-631-1363 or by e-mail at ypride@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Lee E. Upkins
Asst. State Utilities Engineer

For: Michel J. Bolden
State Utilities Engineer

MB: LU: JBB: YPF
Attachments

cc: DeWayne Comer, District Engineer, Cartersville, Georgia
Attn.: Kerry Bonner, District Utilities Engineer

Account No. - Class: 733005 - 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT

GDOT Contract ID No.: CSOOUUTL150547

LUMP SUM UTILITY AGREEMENT – [Natural Gas Facilities](#)

PROJECT No: [STP00-0002-00 \(626\), Bartow County](#)

P.I. No.: [0002626](#)

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and [City of Cartersville Natural Gas System](#), hereinafter called the LOCAL AGENCY, second party;

WITNESSETH:

WHEREAS, the DEPARTMENT proposes under the above numbered project to [reconstruct existing interchange of US 41/State Route 3 at US 411/State Route 61, including the reconstruction of bridges over CSX Railroad and the bridge over Pettit Creek in Bartow County, Georgia](#) with its funds or with funds apportioned to the State by the Federal Highway Administration under Title 23, Highways, of the Code of Federal Regulations (CFR); and

WHEREAS, due to the construction of this project, it has become necessary to make certain adjustments to the existing [natural gas](#) facilities of the LOCAL AGENCY in accordance with the attached estimate for [\\$3,767.40](#), which was prepared by the LOCAL AGENCY in compliance with Title 23, Highways, of the Code of Federal Regulations (CFR), Chapter I, Subchapter G, Part 645, Subparts A and B and is hereto made a part of this Agreement; and

WHEREAS, said construction being the location and improvement of said road and the LOCAL AGENCY having its facilities presently located within the limits of existing streets and roads intersecting herewith, or upon an easement with rights to install, operate and maintain such facilities on the rights-of-way thereof which were acquired prior to the acquisition of such rights-of-way by the DEPARTMENT; and

WHEREAS, the location of said presently existing facilities and the proposed new location of such facilities are shown on the highway construction plans for this project, a copy of said plans in pertinent part being attached hereto, it is desired that the LOCAL AGENCY adjust its facilities within the existing easement or move to the new location as shown on said plans and relinquish such existing easement rights as it may have on the present location and accept in lieu thereof the easement rights hereinafter stated.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the

STANDARD UTILITY AGREEMENT

LUMP SUM UTILITY AGREEMENT – NATURAL GAS FACILITIES

DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

2. The LOCAL AGENCY relinquishes and grants to the DEPARTMENT all its existing property interest at the present locations within the required highway right-of-way and construction easements as shown on the attached highway plans and grants to the DEPARTMENT the right to construct, operate and maintain the above referenced highway across the LOCAL AGENCY'S right-of-way or easement under the terms and conditions as herein stated.

3. The DEPARTMENT agrees to obtain all necessary rights from the owners of the lands crossed by the LOCAL AGENCY'S right-of-way or easement located within the limits of the required right-of-way and construction easements acquired by the DEPARTMENT. Comparable pre-existing ingress and egress to LOCAL AGENCY property rights and facilities will be provided to the LOCAL AGENCY at DEPARTMENT expense. LOCAL AGENCY retains fully adequate right of ingress and egress to LOCAL AGENCY property rights and facilities over the property which is the subject of the highway construction project contemplated herein.

4. The LOCAL AGENCY retains the right to operate and maintain existing facilities and to install, operate and maintain new facilities as required, except that the future installation, operation and maintenance of the LOCAL AGENCY'S facilities shall be in accordance with the current edition of the Utility Accommodation Policy and Standards Manual issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. It is agreed that the LOCAL AGENCY has the right now and in the future to install, operate and maintain its facilities over that portion of said highway within the required right-of-way and construction easements. If necessary to adjust such facilities on future construction and maintenance work, then the cost of the subsequent adjustment shall be eligible for reimbursement in the same manner as the initial adjustment expense covered by this Agreement.

5. The LOCAL AGENCY shall make such changes to its facilities as may be necessary to permit the construction of the project and as may be required by the DEPARTMENT.

6. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

STANDARD UTILITY AGREEMENT

LUMP SUM UTILITY AGREEMENT – NATURAL GAS FACILITIES

- (a) Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- (b) A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled “Buy America Certificate of Compliance” is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- (c) The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

7. The LOCAL AGENCY shall submit a lump sum bill in the exact amount of **\$3,767.40** when the work contemplated under the attached estimate has been satisfactorily completed.

8. The DEPARTMENT shall make a final payment of such lump sum bill promptly upon receipt and verification thereof which shall be a complete satisfaction of liability of the DEPARTMENT hereunder.

9. The DEPARTMENT shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the LOCAL AGENCY and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed to the DEPARTMENT may consider payment made up to one year following completion of the work to be final.

STANDARD UTILITY AGREEMENT

LUMP SUM UTILITY AGREEMENT – NATURAL GAS FACILITIES

10. The Certificate of Eligibility for reimbursement prepared by the LOCAL AGENCY, attached hereto and made a part hereof, is the basis for participation of DEPARTMENT funds in the cost of the adjustment of the utility facilities covered by this Agreement.

11. The LOCAL AGENCY shall be responsible for providing signing and other traffic control measures during construction in accordance with the Manual on Uniform Traffic Control Devices, current edition, and as required by the DEPARTMENT'S engineer.

12. The DEPARTMENT agrees to notify the LOCAL AGENCY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S contractor a schedule of operations which will clearly set forth at which stage of the contractor's operations the LOCAL AGENCY will be required to perform its relocation and adjustment work. Further, the work covered under this Agreement shall be completed in conjunction with the approved Work Plan submitted by the LOCAL AGENCY and no later than the overall completion date as indicated in the construction agreement entered into between the DEPARTMENT and the lowest responsive bidder. The DEPARTMENT will notify the LOCAL AGENCY in writing of this final completion date.

13. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by both parties hereto. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. This Agreement shall be construed and interpreted under the laws of the State of Georgia. Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

STANDARD UTILITY AGREEMENT
LUMP SUM UTILITY AGREEMENT – Natural Gas Facilities

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

CITY OF CARTERSVILLE

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC (SEAL)

BY: _____
MAYOR

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20_____,
My commission expires:

I attest to the genuineness of the LOCAL AGENCY Seal and I further attest that the above named Officer is duly authorized to execute this document.

ATTEST:

FEIN _____

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:
BY: _____
STATE UTILITIES ENGINEER

ACCEPTED:
DEPARTMENT OF TRANSPORTATION
BY: _____
COMMISSIONER

PROJECT: STP00-0002-00 (626)
COUNTY: BARTOW
P.I. No: 0002626
DATE April 7, 2015 YPF

Signed, sealed and delivered this _____
day of _____, 20_____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

STANDARD UTILITY AGREEMENT
LUMP SUM UTILITY AGREEMENT – Natural Gas Facilities
RESOLUTION

STATE OF GEORGIA

CITY OF CARTERSVILLE

BE IT RESOLVED by the Mayor and City council of CITY OF CARTERSVILLE, and it is hereby resolved, that the foregoing attached Agreement, relative to Project STP00-0002-00 (626), P.I. 0002626, be entered into by City of Cartersville and that Mr. Mathew Santini, as Mayor, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Mayor of City of Cartersville.

Passed and adopted this the _____ day of _____, 20____.

ATTEST:

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF CARTERSVILLE

I, Connie Keeling, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor of City of Cartersville.

WITNESS my hand and official signature, this the _____ day of _____, 20____.

BY: _____
CITY CERK

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
--

Contracting Entity: NATURAL GAS FACILITIES
 Address: STP00-0002-00 (626), PI # 0002626-, BARTOW COUNTY
 Contract No. and Name: CITY OF CARTERSVILLE GAS SYSTEM

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

 E-Verify / Company Identification Number

 Signature of Authorized Officer or Agent

 Date of Authorization

 Printed Name of Authorized Officer or Agent

 Title of Authorized Officer or Agent

 Date

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

_____ DAY OF _____, 201__

 Notary Public

[NOTARY SEAL]

My Commission Expires: _____

Original 5/17/2013

Revised 7/26/2013

**GEORGIA DEPARTMENT OF
TRANSPORTATION BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date _____, 20____

WE, _____

(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

PI. NO 0002626- US 41/ SR 3 AND US 411/SR 61 INTERCHANGE RECONSTRUCTION

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public/Justice of the Peace

My Commission Expires: _____



City of Cartersville

City Council Meeting

5/7/2015 7:00:00 PM

Park Bond - Architect, Engineering, Design Services Recommendation

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recommendation:	In November 2014, the citizens of Cartersville overwhelmingly voted for the approval of approximately \$8,000,000 that would go towards park facilities improvements. Beginning in January 2015, after City Council approved the bonds, a committee was selected that included 3-citizens involved and supportive of the Cartersville Parks and Recreation, 2-City Council members, 3-knowledgeable city employees and 3-Parks and Recreation employees. This committee was involved in reviewing the 8-qualified RFP's for Architect, Engineering and Design services. The committee selected 3-firms to give presentations to the committee. Of the 3-firms, Lose and Associates was the unanimous choice by the committee. I can provide copies of any of the firms RFPs for your review. Attached is a letter from Lose and Associates that spells out their fees, which is summarized as follows: Costs for Design Services @ \$169,400 Firm Price Costs of Bidding Projects @ \$5,000 per bid set (1 to 3 bid sets will be issued) Firm Price Costs of Sub-consultant Surveying & Geotechnical: Geotechnical costs for one boring at each building. Cost for all 10 buildings: @\$5000 Surveying costs for ½ acre of topo surveying at each new/renovated building. Estimated Cost for all 10 buildings @13,000 Tentative Price Construction Administration Services: Hourly Fee not to exceed \$3,750.00 per month per bid set (firm) Example 1-bid set @ 18-months @ \$3,750 = \$67,500 Example 2-bid sets @ 10-months ea. @ \$3,750 = \$75,000 Example 3-bid sets @ 10-months ea. @ \$3,750 = \$112,500 If Lose and Associates hours exceed the negotiated construction administration costs because of excessive contractor oversight that amount will be billed to contractor at Lose's submitted fee rate. Estimated costs of Architect, Engineering and Design Services could be as low as \$259,500 and as high as \$314,900 depending on the number of construction bid sets. If the City Council approves

Cover Memo

Item # 21

	the proposed agreement with Lose and Associates, then the Advisory Committee will meet with Lose & Associates to determine our best course of action regarding the construction process. I will keep the City Council updated on this process. Pending approval of contract by city attorney, on behalf of the Parks and Recreation committee I recommend Lose and Associates for A/E services related to the 10-park buildings that are proposed to be demolished/built new and/or renovated.
City Manager's Remarks:	This architect has been fully vetted. Your approval of the arrangement outlined above is recommended.
Financial/Budget Certification:	This will be paid for out of the general obligation park bond funds.
Legal:	
Associated Information:	



Member

American Society of
Landscape Architects

American Institute of
Architects

American Society of
Civil Engineers

American Planning
Association

April 28, 2015

Greg Anderson, Director of Parks and Recreation
Dellinger Park; 100 Pine Grove Rd.
P.O. Box 1390
Cartersville, Georgia 30120

Dear Mr. Anderson and Members of the Selection Committee:

Per your request, here is a synopsis of our fees.

Lose & Associates

- Costs for Design Services @ \$169,400.00
- Costs of Bidding Projects @ \$5,000.00 per bid set.
- Costs of Sub-consultant Surveying & Geotechnical:

Geotechnical costs for one boring at each building for all 10 buildings: @\$5000.00
Surveying costs for ½ acre of topo surveying at each new/renovated building
@13,000.00 for all 10 buildings.

NOTE:, until each new building location is determined, we cannot yet determine how much additional surveying will be needed to create ADA routes to nearest parking, how much surrounding drainage is affected, how much utility upgrade is needed and how long those utility connections will be, etc. If the total of the required surveying exceeds this total, we will invoice it at cost, without markup, at a cost of \$550 per acre, as an additional expense.

- Costs of Construction Administration Services: As the projects near construction, we and City staff will establish a length of time for each bid set(s)' construction period and establish a not to exceed amount, based on \$3,750 per month, per bid set, towards which we will bill per the hourly and reimbursable rates outlined in our original proposal. For instance, if a bid set has a 10 month construction period, our not to exceed amount for that bid set will be \$37,500, and we will bill hourly towards this amount. If the amount of construction administration required exceeds these amounts because of the need for excessive contractor oversight, or the contractor exceeds the established construction period, we will continue to bill hourly beyond the not to exceed amount with the understanding that contractual mechanisms will be in place where the contractor bears the burden of this expense, and not the City.

We understand that the City will have a project manager who will perform more regular site visits. Our role will be:

Once each month, we will attend an Owner-Architect-Contractor progress meeting and prepare minutes of the meeting's discussions and findings. Each month, we will review and approve the contractor's applications for payment. As they are submitted, we can review shop drawings, material submittals, requests for information, change order requests (both from owner and contractor), etc. As project construction concludes, we will perform a construction punch list closeout



review and coordinate with the contractor to collect contractor's occupancy certificates, warranties, as-built information, O&M manuals, lien releases, etc. After the first year of occupancy, we will perform an 11-month warranty inspection with the Client and the contractor.

Please let us know if you have questions, and we hope to have the chance to work together soon.

Sincerely,

LOSE & ASSOCIATES, INC.

Whit Alexander, ASLA, LEED® AP
Vice President